



**CITY OF ROMULUS – CITY COUNCIL
REGULAR MEETING AGENDA**

AMENDED

October 25, 2021

7:30 PM

Public audience can also view the Regular City Council Meetings live via YouTube at
www.youtube.com/cityofromulus

Pledge of Allegiance

Roll Call

1. Agenda

- A. Approval of Agenda

2. Minutes

- A. Approval of minutes from the regular meeting held on Monday, October 11, 2021, at 7:30 p.m.

3. Petitioner

- A. SLU-2021-003; Royal Farms (Wick/Vining) Special Land Use Request

4. Chairperson's Report, John Barden, Mayor Pro-Tem

- A. Approval of the Chairperson's Report

5. Mayor's Report – LeRoy D. Burcroff, Mayor

- A. Sole Source Purchase - Non-Lethal Bola Wrap for RPD
- B. ITB 21/22-06; Demolition List 20-01
- C. Professional Services Agreement Extension - ROWE
- D. FYI - Emergency Repair 38819 Barth Road Sanitary Sewer Lead

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Approval of Traffic Control Order - Intersection of Joan St. & Central St.
- B. Second Reading & Final Adoption of amendments to Chapter 2--Article VII, Cemetery Ordinance
- C. First Reading and Introduction to TA-2021-001 (Zoning Ordinance Amendment) - Long Term Parking Facilities
- D. First Reading and Introduction to TA-2021-002 (Zoning Ordinance Amendment) - Wireless Facilities
- E. First Reading and Introduction to TA-2021-003 (Zoning Ordinance Amendment) - Lighting
- F. First Reading and Introduction to an amendment to Chapter 58, Traffic & Motor Vehicles, Section 58-66 & 58-67 (Code of Ordinances)

7. Treasurer's Report – Stacy Paige, Treasurer

8. Public Comment - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.

9. Unfinished Business

10. New Business

11. Warrant

- A. Approval of Warrant #: 21-20 Checks presented in the amount of \$4,857,137.36

12. Communication

13. Adjournment



RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

Any member of the public shall have the right to address the City Council, Board or Commission on any item on the agenda under the following conditions:

1. Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a “*Request to Address*” card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.
2. When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.
3. Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.
4. Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.
5. No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.
6. All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.
7. This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.
8. Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.
9. The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council’s agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.

The meeting will be held in the City Council Chambers, Romulus City Hall, 11111 South Wayne Road, Romulus, MI 48174. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA), is asked to contact the Clerk’s Office (734-942-7540) 48 hours prior to the meeting – the staff will be pleased to make the necessary arrangements.



City of Romulus

Agenda

Council Meeting Held: **October 25, 2021**

Item No. A.

General Description: Approval of Agenda

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Minutes

Council Meeting Held: **October 25, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, October 11, 2021, at 7:30 p.m.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING

October 11, 2021

Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

The meeting was called to order at 7:30 p.m. by Mayor Pro-Tem John Barden.

Pledge of Allegiance

Roll Call

Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams

Absent / Excused:

Administrative Officials in Attendance:

Leroy Burcroff, Mayor

Stacy Paige, Treasurer

D'Sjonaun Hockenhull, Deputy Clerk

Administrative Staff in Attendance:

Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff; Robert Pfannes - Chief of Police; Roberto Scappaticci - DPW Director; Tanya Cofield - Recreations Coordinator;

1. Agenda

- A.** Moved by **Tina Talley**, seconded by **William Wadsworth** to accept the agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

2. Minutes

- A. Res. #21-285** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the minutes from the regular meeting held on Monday, October 4, 2021, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Webb

Nays - None

Abstain - Roscoe, Wadsworth, Williams

Motion Carried

- B. Res. #21-286** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve the minutes from the special meeting - public hearing held on Monday, October 4, 2021, at 6:00 p.m for the purpose of hearing objections to demolition and/or removal of debris on the properties at 5873 Wayne Rd. and 6031 Wayne and the minutes from the special meeting-study session held on Monday, October 4, 2021, at 6:45 p.m. to discuss the Quarterly Investment Report.

Roll Call Vote: Ayes - Abdo, Barden, Talley, Webb

Nays - None

Abstain - Roscoe, Wadsworth, Williams

Motion Carried

3. Petitioner

- A. Petitioner Rachel Botu addressed City Council regarding her special event application and road closure request.
Res. #21-287 Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to approve the special event for October 30, 2021, and request to close the road from Goddard St. and Olive St to Goddard St. and Romaine St.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

4. Chairperson's Report, John Barden, Mayor Pro-Tem

Res. # 21-288 Moved by **Virginia Williams**, seconded by **Eva Webb** to adopt a memorial resolution for the family of Earlene Buckley-Jones.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

Res. # 21-289 Moved by **Kathy Abdo**, seconded by **William Wadsworth** to adopt a memorial resolution for the family of Lynn Sears.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- A. Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

5. Mayor's Report – LeRoy D. Burcroff, Mayor

- A. **Res. #21-290** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to concur with the Administration and authorize the following road closure: Hunt Street between Bibbins and Goddard for Friday, October 15, 2021, from 4:30 p.m. - 8:00 p.m., for the Fall Family Fun Festival hayrides.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- B. **Res. #21-291** Moved by **Kathy Abdo**, seconded by **Tina Talley** to concur with the Administration to re-appoint Jan Lemmon to the Cemetery Board of Trustees, with a term to expire on November 1, 2024, to re-appoint Gerald Wendland with a term to expire on November 1, 2025, and Craig Plank, with a term to expire on November 1, 2026.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams

Nays - None

Motion Carried Unanimously

- C. **Res. #21-292** Moved by **William Wadsworth**, seconded by **Eva Webb** to concur with the Administration and authorize the Mayor and Clerk to extend the professional services agreement with Orchard, Hiltz, and McCliment (OHM) until December 31, 2021.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb
Nays - Williams
Motion Carried

6. Clerk's Report – Ellen L. Craig-Bragg, Clerk

- A. Res. #21-293** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to approve the Second Reading and Final Adoption of Budget Amendment 21/22-8 in the amount of \$1,233,676.00 to recognize grant revenue and expenditures for the ARPA grant awarded by the Federal Government.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

- B. Res. #21-294** Moved by **Tina Talley**, seconded by **William Wadsworth** to approve the Second Reading and Final Adoption of Budget Amendment 21/22-9 in the amount of \$235,000.00 to cover increased costs for the Library's capital improvement project as approved by the Library Board on September 29, 2021.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

- C. Res. #21-295** Moved by **Eva Webb**, seconded by **Kathy Abdo** to approve the First Reading and Introduction to amend Chapter 2, Article VII - Cemetery Ordinance, of the Romulus Code of Ordinance which amends Section 2-409, Appointment of the Board of Cemetery Trustees, and Section 2-410, Duties of the Board of Cemetery Trustees.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
Motion Carried Unanimously

7. Treasurer's Report – Stacy Paige, Treasurer - None

8. Public Comment

An emailed public comment from a resident was read into the record.

9. Unfinished Business

Councilperson Roscoe inquired about the status of a resident's request to have a four-way stop installed at the intersection of Joan and Central.

Councilperson Abdo requested that someone from the Administration address the emailed comment from the resident.

10. New Business

Councilperson Wadsworth informed the Mayor about power lines that are roughly 4 feet from the ground at Merriman Road south of Eureka Road.

11. Warrant

- A, Res. #21-296** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 21-19 in the amount of \$2,161,825.73.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None

Motion Carried Unanimously

12. Communication

Councilperson Talley commended the Romulus Civic League on their Meet the Candidates event. She reminded residents of the Resident Property Tax Fair hosted by Wayne County Treasurer Eric Sabree and City Treasurer Stacey Paige on November 6th and also, informed the residents of an upcoming contest titled "Why I love the City of Romulus." Councilperson Webb inquired about the details of the contest mentioned by Councilperson Talley. Councilperson Williams reminded residents that Forgotten Harvest will be at the Romulus High School every Tuesday from 11 a.m. until all the food is given away. She also brought an issue to the Administration's attention regarding overgrown branches on Ecorse Road and throughout the City.

13. Adjournment

Moved by **William Wadsworth**, seconded by **Eva Webb** to adjourn the meeting at 8:06 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None

Motion Carried Unanimously

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on October 11, 2021.



Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan



City of Romulus

Petitioner

Council Meeting Held: **October 25, 2021**

Item No. A.

General Description: SLU-2021-003; Royal Farms (Wick/Vining) Special Land Use Request

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

PLANNING DEPARTMENT MEMORANDUM

DATE: October 21, 2021
TO: Ellen Craig-Bragg, City Clerk
FROM: Carol Maise, City Planner
SUBJECT: SLU-2021-003; **Royal Farms** (Wick/Vining)
Special Land Use Request

At a meeting held October 18, 2021, the Planning Commission considered a special land use request for a gas station and car wash for Royal Farms at the northeast corner of Wick and Vining Roads and recommended approval to the Romulus City Council.

Please find the attached for City Council consideration at their October 25, 2021 meeting:

Planning Department Summary Report to the City Council,
Minutes (draft) of the October 18, 2021 Planning Commission meeting, and
NorthPoint presentation packet for Royal Farms

The Planning Department's recommendation is as follows:

*To concur with the recommendation of the Planning Commission and approve the Special Land Use request for SLU-2021-003; **Royal Farms** for a gas station and car wash subject to a revised site plan being submitted and any other items identified by other departments and agencies.*

Should you have any questions, or desire additional information, please do not hesitate to contact this office.



PLANNING COMMISSION SUMMARY REPORT TO THE CITY COUNCIL

SLU-2021-003, Royal Farms Special Land Use

Wick and Vining Roads

Issued by Carol Maise, City Planner

12600 Wayne Road, Romulus MI 48174 Phone: (734) 955-4530 www.romulusgov.com

DATE: October 20, 2021
SUBJECT: SLU-2021-003; **Royal Farms**
LOCATION: Northeast corner of Wick and Vining Roads
Parcel #80-039-99-0001-707
TYPE OF REVIEW: *Special Land Use* for a gas station and car wash
PROJECT: Gas station, car wash, convenience store and restaurant development
DATE OF APPLICATION: 10/4/21 (site plan)
APPLICANT: Marc Gloyeske, NP Lordstown 173, LLC, Property Owner and Applicant
SITE INFORMATION: The property is located at the northeast corner of Wick and Vining Roads. It is zoned RC, Regional Center and currently vacant.



BACKGROUND: The Planning Commission considered the special land use request for a gas station and car wash along with the site plan for the convenience store and restaurant at the October 18, 2021 meeting.

PLANNING COMMISSION ACTION ON SPECIAL LAND USE

At the October 18, 2021 meeting, after a public hearing the Planning Commission took the following action:

MOTION by McAnally, support by Glotfelty, to recommend to the Romulus City Council special land use approval of SLU-2021-003, Royal Farms Gas Station at Wick and Vining, based upon the findings that gas station and car wash are consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to the following:

- 1. The ice machine, propane storage and Redbox be allowed in front of the building with appropriate screening and lighting.*
- 2. Signage must be placed on site to deter drivers from parking overnight.*
- 3. Trucks and trailers will not be allowed enter or exit the site from Wick Road.*
- 4. A note on the site plan must be included that states no additional signage in the outdoor seating area is allowed.*
- 5. Approval of the site plan.*

Roll Call Vote: Ayes – McAnally, Gbogboade, Crova, Roscoe, Talon-Jemison, Frederick, Paul, and Freitag. Nays – none. Motion Carried 9-0.

SUMMARY AND RECOMMENDATION

*To concur with the recommendation of the Planning Commission and approve the Special Land Use request for SLU-2021-003; **Royal Farms** for a gas station and car wash subject to a revised site plan being submitted and any other items identified by other departments and agencies.*



Carol Maise, City Planner

4. Approval of Minutes

- B. Approval of Minutes– Approval of the minutes of the regular Planning Commission meeting held on June 21, 2021, the special Planning Commission meeting held on August 4, 2021 and the special Planning Commission meeting held on August 31, 2021.

Motion by McAnally , support by Roscoe, to approve the minutes of the regular Planning Commission meeting held on June 21, 2021, the special Planning Commission meeting held on August 4, 2021 and the special Planning Commission meeting held on August 31, 2021.

Roll Call Vote: Ayes – McAnally, Roscoe, Crova, Gbogboade, Talon-Jemison, Frederick, Paul, Glotfelty, and Freitag. Nays – none. **Motion Carried 9-0.**

5. Comments from the Public on Non Agenda Items

None

6. Public Hearings

A. SLU-2021-003/SPR-2021-018; **Royal Farms Gas Station (NorthPoint)**

Applicant: Marc Gloyeske; NorthPoint
Rachel Smith; PEA Group
Request: Special Land Use/Site Plan Approval
Location: WICK/VINING; Parcel #80-039-99-0001-707
Project: Fueling station which includes a convenience store, restaurant and car wash.

(Action Required: Recommendation to City Council to approve, approve with conditions, deny or postpone action on the Special Land Use request; approve with conditions, approve with conditions, deny or postpone on the Site Plan request)

Johnny Sweeney, Northpoint Development, was present on behalf of this application, as was James Kraatz. Utilizing a PowerPoint presentation, the applicants gave the following information:

- Northpoint Development was under contract to sell the property to Royal Farms.
- This will be Royal Farms' first location outside the East Coast.
- Development of the Royal Farms site, all exterior landscaping, and first 3 buildings to the north are part of Phase 1 for this development. Landscaping and sidewalk will be completed along Wick.
- The special land use will be for the fueling station, including the convenience store, restaurant and car wash.
- Regarding the special land use, in addition to providing jobs, this location will offer great coffee and fresh food at an accessible location.
- The access road for this location forces trucks to exit the site through the industrial development and then to Vining Road to the north. Truck traffic from the industrial park will enter the gas station from Vining Road.
- The applicants were asking to have the ice machine, Redbox video rental, and propane tank storage at the front of the store, for the safety and convenience of their employees. These items will be screened and landscaping will be provided; they will not be visible from Wick and screening will benefit customers entering the store.
- The dumpster will be screened by an enclosure, as required.

- No overnight parking will be allowed. No Royal Farms locations allow overnight truck parking, and the site is designed to make overnight parking very difficult.
- 1700 trees will be planted as part of Phase 1.
- The applicants believe this project will be a catalyst for future development in the area.
- Traffic light will be provided for the northwest exit. All exiting trucks must turn left out of the industrial site to southbound Vining Road.
- The Royal Farms project will provide momentum for the development of this area.

Noting that there was an affidavit of 1st class mail on file, Chair Freitag opened the public hearing. Seeing that no public indicated they wished to speak, Chair Freitag closed the public hearing and brought the matter back to the Commission.

In response to questions from the Commission, the applicants gave the following information:

- The section of Wick Road to the south of the site is not designated as a truck route, and trucks should not be utilizing it.
- The windows on the west side of the car wash will be real windows.
- The applicants will consider designing the gas pump roofs to match the character of the building, although the flat roof design keeps the area in front of the store clean and simple in appearance.
- The Commission discussed passenger and truck circulation in detail. Passenger vehicles will have two ways to get into and out of the site: one on Wick and one on Vining Road. Trucks had only one entrance onto the site, on Vining Road. Trucks attempting a different entrance or exit will run into curbs with their trailer wheels. There is a “no truck entry” sign at the northeast roadway to the gas station. All truck traffic must exit the industrial development to Vining Road.
- Truck stacking should not be an issue. There is room for 6 trucks parked in the fueling stations, with 6 additional trucks queued behind them.
- EV charging will be provided, although it is not on the plans.
- Tanker truck turning movements were not shown on the plans; however this was the prototypical design for Royal Farms and there should be plenty of room.
- There will a First Look job fair in the Park for Romulus residents.
- The water reclamation tank referenced on C-7.1 filters water before it enters the storm water system.
- The plan showed 84 parking spaces, to allow extra space for someone coming in with lawn equipment, for example, to park their truck and trailer in extra spaces so that they could easily access the store.

Commissioner Talon-Jemison was concerned that the developer was depending too much on signs to direct truck travel patterns. She was especially concerned that trucks would avoid traffic on I-94 by traveling Wick to Wayne Road, putting the trucks in a residential neighborhood. There needed to be a guarantee that residents would be protected and trucks would be kept away from residential back yards. At the last meeting the Commission was told the developer will “look into this,” but nothing was reported back.

Commissioner Gbogboade remained concerned about potential truck congestion at the entrance and exit to the site. Jacob Swanson, Fleis & VandenBrink, explained truck traffic patterns on site; it should not take more than two traffic light cycles to clear the entrance/exit intersection. The traffic signal can be adjusted to meet demand.

Traffic Consultant Katers pointed out that part of the conditional rezoning agreement was that any time a new tenant was identified a new trip generation study would be provided for review.

The Commission discussed the request to have the ice machine, propane storage, and Redbox stored in front of the store. The applicants explained the extra landscaping and screening there, including planter boxes at the eating area, and the berm that will screen the store from the road. There would be room for the outdoor display, a 2.5' screen, and a 5' sidewalk, providing safe access and visibility.

Commissioner Frederick thought it made sense to have the 3 items stored in front of the building, visible to and easily serviced by employees.

Chair Freitag indicated she was ready to entertain a motion.

MOTION by McAnally, support by Glotfelty, to recommend to the Romulus City Council special land use **approval** of SLU-2021-003, **Royal Farms Gas Station** at Wick and Vining, based upon the findings that gas station and car wash are consistent with the Master Plan and the standards of the Zoning Ordinance, and the use is compatible with adjacent land uses. The proposed use will not negatively impact the environment, traffic or public services. The approval is subject to the following:

1. The ice machine, propane storage and Redbox be allowed in front of the building with appropriate screening and lighting.
2. Signage must be placed on site to deter drivers from parking overnight.
3. Trucks and trailers will not be allowed enter or exit the site from Wick Road.
4. A note on the site plan must be included that states no additional signage in the outdoor seating area is allowed.
5. Approval of the site plan.

Roll Call Vote: Ayes – McAnally, Gbogboade, Crova, Roscoe, Talon-Jemison, Frederick, Paul, and Freitag. Nays – none. **Motion Carried 9-0.**

MOTION by McAnally, support by Glotfelty, to **approve** the site plan for SPR-2021-018, **Royal Farms Gas Station** at Wick and Vining subject to the following:

1. Special land use approval by the City Council.
2. A variance of 33 parking spaces more than the maximum parking required will need to be obtained.
3. A variance to the side yard parking setback on the east side of the property.
4. Verification from the FAA on building height.
5. Modifications to the useable open space area on the site to provide additional amenities and/or shift the open space area to another portion of the site.
6. All items noted by other departments and agencies.
7. A revised site plan addressing the possible canopy redesign, outdoor storage and display, outdoor seating signs, and any other items identified by other departments and agencies.

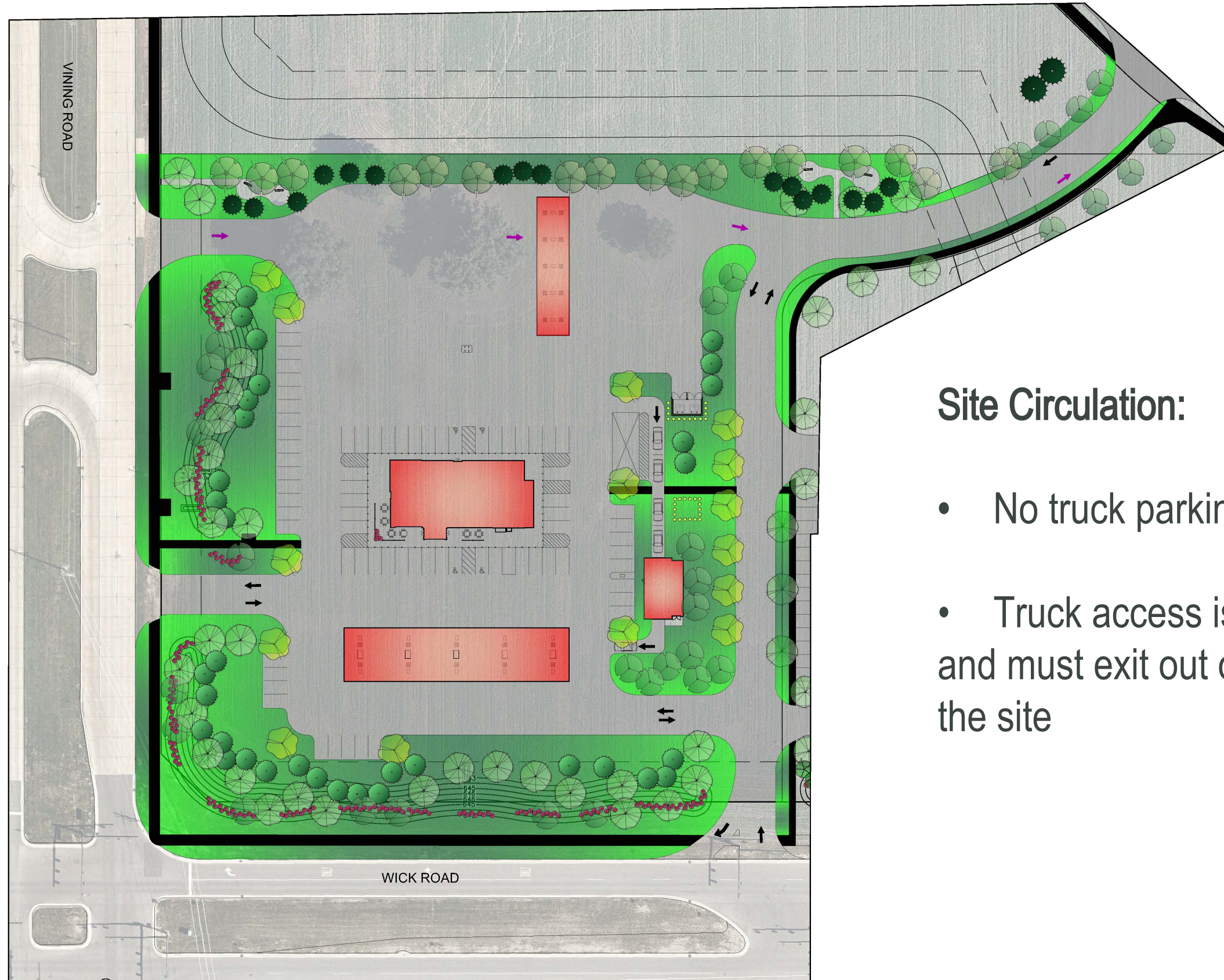
Roll Call Vote: Ayes – McAnally, Glotfelty, Paul, Frederick, Talon-Jemison, Roscoe, Gbogboade, Crova, and Freitag. Nays – none. **Motion carried 9-0.**

ROMULUS

TRADE CENTER

32870 Wick Road, Romulus, MI 48174





Site Circulation:

- No truck parking overnight
- Truck access is only from Vining Road and must exit out of the northeast corner of the site





YOUR GO-TO PLACE DAY OR NIGHT

Your go-to place day or night for breakfast, lunch, snacks, dinner, gasoline and diesel fuel, and all the things you need!



Royal Farms Tender Egg Round Cheese Bagel



Royal Farms Interior(s)



Royal Farms Texas Toast Chicken Salad



Royal Farms Hot Dogs



Royal Farms Chicken Tenders



Royal Farms Foundation Drinks



**THANK
YOU!**



City of Romulus

Chairperson's Report, John Barden, Mayor Pro-Tem

Council Meeting Held:

October 25, 2021

Item No. A.

General Description: Approval of the Chairperson's Report

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held:

October 25, 2021

Item No. A.

General Description: Sole Source Purchase - Non-Lethal Bola Wrap for RPD

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor Leroy D. Burcroff
SUBJECT: Sole Source Purchase – Non-Lethal Bola Wrap for Police Department
DATE: October 20, 2021

I concur with the recommendation of Robert Pfannes, Police Captain, and Gary Harris, Purchasing Director, and respectfully request City Council authorize the sole source purchase of ten BolaWrap 100.1 Remote Restraint Devices with holsters, attachments, and cartridges for a total cost of \$14,000.00 from Vance Outdoors Inc. under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition are available in the Public Safety Fund, Police, Capital Outlay Expense account #205-301-970.000.

Motion by _____, supported by _____, to concur with the administration, and authorize the sole source purchase of ten BolaWrap 100.1 Remote Restraint Devices with holsters, attachments, and cartridges for a total cost of \$14,000.00 from Vance Outdoors Inc. under the terms of Sole Source Purchases Exception in Section 39-11 (d)(1)c.1 of the City of Romulus Purchasing Ordinance.



MEMORANDUM

DATE: October 21, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: Sole Source Purchase- Non-Lethal Bola Wrap for Police Department

Under the terms of Chapter 39 of the City of Romulus Code of Ordinances (Section 39-11(d)(1)c.1., Exceptions to Competition-Sole Source Purchase-only one known source that can provide the commodity), I respectfully request that Council authorize the Sole Source purchase of 10 BolaWrap 100.1 Remote Restraint Devices with holsters, attachments, and cartridges for a total cost of \$14,000.000 from Vance Outdoors Inc.

Wrap Technologies, Inc. has submitted a letter stating Vance Outdoors Inc. is the sole authorized distributor for Wrap Technologies products in the State of Michigan

I concur with the recommendation of Robert Pfannes, Chief of Police, to proceed with this purchase. If you concur, please request Council's permission to purchase 10 BolaWrap 100.1 Remote Restraint Devices with holsters, attachments, and cartridges for a total cost of \$14,000.000 from Vance Outdoors Inc. under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Victoria Trush, Assistant Financial Services Director has verified that funds are available in the Public Safety Fund, Police, Capital Outlay Expense Account (205-301-970.000).

Gary Harris
Purchasing Director



Memo

To: Gary Harris, Purchasing Director
From: Robert Pfannes, Chief of Police
Date: October 5, 2021
Re: Non-lethal BolaWrap- Sole Source Purchase

Dear Gary,

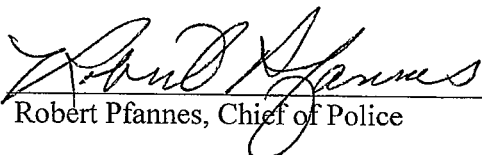
Per our conversation, the Romulus Police Department is seeking approval of the Sole Source Purchase Wrap Technologies Manufacturer non-lethal BolaWrap 100 products. We are requesting to purchase the following wrap brand products: 10ea. BolaWrap 100.1 Remote Restraint Device, 10ea Kydex holster LL for BolaWrap 100.0, 10ea. U-Mount MOLLE Attachment, 114ea. BolaWrap 100.0 cartridges, and 10ea. Dual Cartridge Holder for BolaWrap 100.1 holder. The total cost of the equipment is \$14,000.00.

Wrap Technologies Manufacturer is the only sole source manufacturer for the BolaWrap brand products of cartridges, accessories, and other law enforcement products. I respectfully request to waive the bid process and request to purchase the BolaWrap from Wrap technologies as the sole source vendor.

All associated cost has been budgeted for in the 2021/2022 Fiscal Year. Adequate funding for this purchase is available in the 268-301-970.000 State Forfeiture Capital Outlay account.

If you concur, please seek permission for the purchase of the non-lethal BolaWrap 100 products from Sole Source Distributor Vance Outdoors for the State of Michigan.

Sincerely,


Robert Pfannes, Chief of Police



FUNDS VERIFICATION FORM

DEPARTMENT:

Police

FUND NAME:

Capital Outlay

ACCOUNT NUMBER/S:

268.301.970.000

PURPOSE FOR REQUEST:

Purchase of Bola Wrap Restraint equipment, which was approved in the FY21/22 Budget.

AMOUNT OF EXPENDITURE:

\$14,000.00

FUNDS CURRENTLY AVAILABLE:

\$14,000.00

FINANCE DEPARTMENT APPROVAL:

V. J. [Signature] 10-11-21

DATE:

09/30/2021

[Signature]



03-25-2021

To Whom It May Concern,

Please accept this letter as confirmation that Wrap Technologies is the Sole Source Manufacturer of non-lethal Bola Wrap 100 products and Vance Outdoors, Inc. is our Sole Source Distributor for the State of Michigan.

Wrap Technologies manufactures and sells various Wrap® brand products, including BolaWrap 100, cartridges, accessories, and other law enforcement products.

The BolaWrap 100 is a remote restrain device designed to be used by law enforcement early in an encounter of someone suffering from a mental health crisis, narcotic induced psychosis, or other uncooperative behaviors to deescalate situations rapidly so no other force is necessary. No other manufacturers make a remote restraint device comparable to this device.

All of our products are patented and manufactured in the United States.

Patents: US10,036,615

US10,107,599

US820,940

US822,785

WO2018/009255 (and all national entries/validations based thereon)

BolaWrap and Wrap Technologies are trademarks of Wrap Technologies, Inc., and BolaWrap® is a registered trademark of Wrap Technologies, Inc. registered in the U.S. and filed in certain foreign jurisdictions.

Please contact me below if you have further questions or need additional assistance with your sole source paperwork.

Sincerely,

Stacie Sundberg

Director, Sales Operations

Wrap Technologies, Inc.

1817 W 4th Street

Tempe, AZ 85281

Ssundberg@wraptechnologies.com

Phone: 602-451-8597

STANDARD LIMITED WARRANTY

WRAP TECHNOLOGIES, INC. EXPRESS LIMITED WARRANTY AND RELEASE

FOR LAW ENFORCEMENT PRODUCTS AND ACCESSORIES

The following WRAP TECHNOLOGIES, INC. (WRAP) warranty provisions are applicable on all sales or transfers of WRAP Law Enforcement Products and Accessories.

The term "User" means any purchaser, transferee, possessor, or user of WRAP law enforcement products and accessories. BY USING THE WRAP PRODUCT YOU

ARE AGREEING TO BE BOUND BY THESE WARRANTY AND RELEASE TERMS.

Manufacturer Limited Warrant

WRAP warrants that its Law Enforcement Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt.

BolaWrap 100 Cartridges that are expended are deemed to have operated properly. All WRAP manufactured accessories are covered by a limited one (1) year

warranty from date of delivery. Non-WRAP manufactured accessories are covered by such manufacturer's warranty.

If any country or state imposes a longer express warranty term then the country or state's term will be effective.

This is a LIMITED WARRANTY, and is the sole and exclusive warranty of this product by WRAP. This LIMITED WARRANTY applies only where the product has been

properly stored and maintained, has been used in accordance with agency and WRAP instructions, and has not been subject to misuse, intentional or deliberate

damage or negligence. WRAP's sole responsibility under this warranty is (at its election) to repair or replace with the same or like product or to issue a pro-rated

purchase price credit for such product.

WRAP MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A

PARTICULAR PURPOSE OR MERCHANTABILITY, ANY WARRANTY AGAINST HIDDEN OR LATENT DEFECTS AND ANY WARRANTY AGAINST PATENT

INFRINGEMENT.

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, INCIDENTAL

DAMAGES, LOSS OF TIME, OR OTHER INDIRECT LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE RELATING TO THE PRODUCT, REGARDLESS OF THE FORM

OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE COMPANY

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CONSEQUENTIAL DAMAGES. WRAP'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE

RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO ANY WRAP PRODUCT WILL NOT EXCEED THE PURCHASE PRICE

PAID TO WRAP FOR THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

These disclaimers are subject to any applicable law(s) that regulate product warranties.



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
ph (614)471-0712
fx (614)471-2134

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
ph (614)489-5025
fx (614)489-5077

Account Name ROMULUS POLICE DEPARTMENT
Contact Name Cpt. Damian Hull
Bill To 11111 WAYNE ROAD
ACCOUNTS PAYABLE
ROMULUS, MI 48174
Phone (734) 955-8858
Email dhull@romulusgov.com

Date 9/30/2021
Quote Number 00038615
Prepared By Doug Vance

Quantity	Style	Product Family	Description	Unit	Quantity	Sales Price	Total Price
10.00	10101	Wrap Technologies	BolaWrap 100.1 Remote Restraint Device, Yellow	Each		\$917.72	\$9,177.20
10.00	12004	Wrap Technologies	Kydex Holster LL for BolaWrap 100.1, Black	Each		\$39.95	\$399.50
10.00	12012	Wrap Technologies	U-Mount MOLLE Attachment (works with #12004)	Each		\$25.95	\$259.50
114.00	11200	Wrap Technologies	BolaWrap 100.1 Cartridge	Each		\$29.95	\$3,414.30
10.00	12006	Wrap Technologies	Dual Cartridge Holder for BolaWrap 100.1 Cartridges, Black	Each		\$74.95	\$749.50

Subtotal \$14,000.00
Trade In Value \$0.00
Shipping and Handling \$0.00
Tax \$0.00
Quote Grand Total \$14,000.00

Payment Details

Net 30 ☒
Check ☐
Credit Card ☐

Number of Days
Quote Valid

Quote Valid 30 Days

Name _____

CC # _____

Expires _____ CRV CODE _____
CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 25, 2021**

Item No. B.

General Description: ITB 21/22-06; Demolition List 20-01

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: ITB 21/22-06; Demolition List 20-01
DATE: October 20, 2021

I concur with the recommendation of Gary Harris, Purchasing Director and Robert McCraight, Economic Development & Public Services Director, and respectfully request Council award Bid ITB 21/22-06 demolition list 20-01 (listed below) to the lowest most responsive and responsible bidder, Blue Ribbon Contracting, Inc. in the amount of \$82,720.00.

- Two single family residential structures completely destroyed by fire 6980 & 6984 Birchdale
- Single family residential structure, detached garage, one mobile house used as accessory structure at 32185 Ecorse Road
- Single family residential structure at 11398 Harrison
- Single family residential structure w/attached garage at 35053 Park Place
- Single family residential structure at 5873 Wayne Road
- Single family residential structure and one metal shed at 6031 Wayne Road
- Single family residential structure, one garage and one wood shed at 11528 Whitehorn
- Demolition of two accessory structures only at 37147 Wick

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund, Building Department, Demolitions Account, 101-371-814.000.

Motion by _____, supported by _____, to concur with the administration and award Bid ITB 21/22-06 demolition list 20-01 (as listed) to the lowest most responsive and responsible bidder, Blue Ribbon Contracting, Inc. in the amount of \$82,720.00.



MEMORANDUM

DATE: OCTOBER 20, 2021
TO: Mayor LeRoy D. Burcroff
FROM: Gary Harris, Purchasing Director
SUBJECT: ITB 21/22-06 DEMOLITION LIST 20-01

- Two single family residential structures completely destroyed by fire 6980 & 6984 Birchdale
- Single family residential structure, detached garage, one mobile house used as accessory structure at 32185 Ecorse Road
- Single family residential structure at 11398 Harrison
- Single family residential structure w/ attached garage at 35053 Park Place
- Single family residential structure at 5873 Wayne Road
- Single family residential structure and one metal shed at 6031 Wayne Road
- Single family residential structure, one garage and one wood shed at 11528 Whitehorn
- Demolition of two accessory structures only at 37147 Wick

Bids were let for the demolition of the structures listed on Demolition list 20-01 for the City of Romulus Department of Building & Safety.

In addition to being advertised in the Thursday, September 23, 2021 issue of The Associated Newspapers Eagle, bid specifications were made available to download from the MITN System @ www.mitn.info. The MITN System notified 347 companies of the bid and of them, 39 companies downloaded the bid.

On October 19, 2021 eight (8) bids were received and publicly opened.

I concur with the recommendation of Director of Economic Development & Public Services, Robert McCraight to award the contract to the lowest most responsive and responsible bidder, Blue Ribbon Contracting, Inc. in the amount of \$82,720.00.

Victoria Trush, Assistant Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund, Building Department, Demolitions Account, 101-371-814.000

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris,
Purchasing Director

City of Romulus

INTEROFFICE MEMORANDUM

TO: Gary Harris, Purchasing Director
FROM: Robert McCraight, Economic Development & Public Services Director
SUBJECT: ITB 21/22-06 – demolition of substandard structures on Demolition list 20-01
DATE: 10/20/2021

I recommend awarding ITB 21/22-06 to Blue Ribbon Contracting, Inc. the lowest, most qualified bidder for the demolition of the structures on Demolition list 20-01.

1. 6980/6984 Birchdale, DP# 80 004 02 0821 000; 6980 Birchdale – remains of fire damaged structure, 6984 Birchdale - single-family residential structure
2. 32185 Ecorse, DP# 80 037 99 0033 000 - single-family residential structure, garage, mobile home used as an accessory structure
3. 11398 Harrison, DP# 80 094 99 0008 000 - single-family residential structure
4. 35053 Park Place, DP# 80 015 01 0051 000 - single-family residential structure with attached garage
5. 5873 Wayne, DP# 80 017 01 0105 003 - single-family residential structure
6. 6031 Wayne, DP# 80 017 01 0095 000 - single-family residential structure, shed
7. 11528 Whitehorn, DP# 80 077 27 0031 300 - fire damaged single-family residential structure, garage, shed
8. 37147 Wick, DP# 80 066 99 0026 000 – two accessory structures only (polebarn, garage)

Should you have any questions, please do not hesitate to contact this office.

gg

MINUTES OF ITB 21/22-06 Demolition of Substandard Structures

The public opening of the afore mentioned solicitation was held October 19, 2021, at 2:30, in the Council Chambers at Romulus City Hall.

The following were present for the opening:

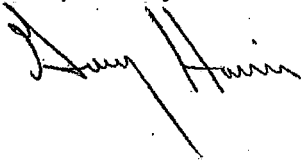
Gary Harris – Purchasing Director
Lynn A. Conway – Purchasing Advisor
Derek Hatter - D & N Development Inc
Vincent Howard - Vin-Con Inc

8 sealed bids were received and publicly opened.

Thomas Trucking Ser Inc.
VanAssche Construction Inc.
Premier Group Associates LC
The Adams Group Inc.
Vin-Con Inc.
Blue Ribbon Contracting Inc.
Universal Consolidated Enterprises Inc.
Blue Star

A copy of the tabulation sheet is attached.

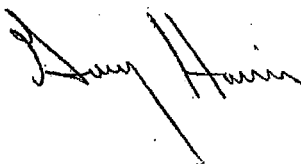
Respectfully submitted,



Gary Harris, Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 21/22-06 Demolition of Substandard Structures held on October 19, 2021.

Gary Harris, Purchasing Director



TABULATION SHEET								
ITB 21/22-06 Demolition of Substandard Structures								
COMPANY	Thomas Trucking Ser. Inc	VanAssche Construction Inc.	Premier Group Associates LC	The Adams Group Inc.	Vin-Con Inc.	Blue Ribbon Contracting Inc.	Universal Consolidated Enterprises Inc.	Blue Star
6980 & 6984 Birchdale –	\$ 9,000.00	\$ 12,500.00	\$ 18,500.00	\$ 28,705.00	\$ 9,105.00	\$ 10,996.00	\$ 8,900.00	\$ 27,400.00
32185 Ecorse Road –	\$ 30,900.00	\$ 29,625.00	\$ 22,000.00	\$ 32,415.00	\$ 27,766.00	\$ 19,760.00	\$ 20,900.00	\$ 35,500.00
11398 Harrison –	\$ 11,700.00	\$ 11,425.00	\$ 21,500.00	\$ 17,950.00	\$ 9,106.00	\$ 9,856.00	\$ 9,500.00	\$ 15,900.00
35053 Park Place –	\$ 24,900.00	\$ 9,500.00	\$ 39,000.00	\$ 22,600.00	\$ 16,884.00	\$ 7,500.00	\$ 12,900.00	\$ 31,400.00
5873 Wayne Road –	\$ 10,400.00	\$ 31,200.00	\$ 20,800.00	\$ 22,275.00	\$ 10,191.00	\$ 10,560.00	\$ 9,969.00	\$ 18,300.00
6031 Wayne Road –	\$ 17,200.00	\$ 9,800.00	\$ 19,800.00	\$ 20,475.00	\$ 14,720.00	\$ 7,548.00	\$ 13,900.00	\$ 18,400.00
11528 Whitehorn –	\$ 10,000.00	\$ 12,050.00	\$ 22,600.00	\$ 20,670.00	\$ 8,151.00	\$ 11,072.00	\$ 11,800.00	\$ 16,600.00
37147 Wick –	\$ 12,320.00	\$ 10,000.00	\$ 19,500.00	\$ 12,725.00	\$ 7,860.00	\$ 5,428.00	\$ 7,900.00	\$ 17,200.00
Total Demos \$	\$ 126,420.00	\$ 126,100.00	\$ 183,700.00	\$ 177,815.00	\$ 103,783.00	\$ 82,720.00	\$ 95,769.00	\$ 180,700.00
Exceptions	None	None	None	None	None	None	35053 Park Place Unsafe to enter	None
Number of Days for demolition	90 days	28 days	40 days	60 days	45 days	60 days	45 days	40 days
CERTIFIED?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
INSURANCE?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Attachment I. Contractor's General Questionnaire	Yes	Yes	Yes	Yes	Yes	None	Yes	Yes
Attachment II - References	Yes	Yes	Yes	Yes	Yes	None	Yes	Yes
Attachment III - Itb 21/22-06 Subcontractor Form	Yes	Yes	Yes	None	None	None	None	Yes
Attachment VI - Contractor's Statements Of Qualifications	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Attachment VII - Exceptions To Specifications								
PUBLICLY OPENED 3:00PM, OCTOBER 19, 2021, IN THE ROMULUS COUNCIL CHAMBERS.								
THOSE IN ATTENDANCE								
Name	Company		Title		email address			
Gary Harris	City of Romulus		Purchasing Director		gharris@romulusgov.com			
Lynn Conway	City of Romulus		Purchasing Advisor		lconway@romulusgov.com			
Derek Hatter	D & N Development Inc		Owner		purpose1906@gmail.com			
Vincent Howard	Vin-Con Inc		Vice President		ketchvin@msn.com			

REQUEST FOR COMPETITIVE BIDS

DO NOT FILL THIS FORM IN AND SAVE A COPY TO THIS FOLDER!!!!

- You can save a copy to the Completed forms from Departments Folder or to your own Department's folder.
- Email the completed form to Gary Harris

DEPARTMENT NAME:	Building & Safety	DATE:	8/30/21
I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL			
PURPOSE: Demolition of substandard structures on Demolition list 20-01 (see attachment)			
IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):			
☐ Traded in ☒ Sold at auction ☐ Transferred for use elsewhere, if so where? _____ ☐ Used for parts ☐ Disposed of			
BUDGET YEAR	FY 21/22		
ACCOUNT INFORMATION			
ACCOUNT/S NUMBER		\$ AMOUNT BUDGETED	
101-371-814.000		\$ 200,000	
		\$	
		\$	
SIGNATURE OF DEPARTMENT HEAD:		DATE:	8.30.21

FINANCE DEPARTMENT APPROVAL

FUNDS AVAILABILITY	
ACCOUNT/S NUMBER	\$ FUNDS AVAILABLE
101 371 814 000	\$ 200,000.00
	\$
	\$
SIGNATURE OF FINANCE DEPARTMENT:	DATE: 8-30-21

ADMINISTRATIVE APPROVAL

I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.	
SIGNATURE OF MAYOR:	DATE: 8-24

AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF \$ 82,720	
I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S	
FINANCE DEPT. APPROVAL:	DATE: 10-20-21



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 25, 2021**

Item No. C.

General Description: Professional Services Agreement Extension - ROWE

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

INTEROFFICE MEMORANDUM

TO: The Honorable Romulus City Council
FROM: Mayor LeRoy D. Burcroff
SUBJECT: Professional Services Agreement Extension - ROWE
DATE: October 20, 2021

I concur with the recommendation of Roberto Scappaticci, DPW Director and legal counsel, and respectfully request City Council authorize the Mayor and Clerk to extend the professional services agreement with ROWE Professional Services Company until December 31, 2021.

Motion by _____, supported by _____, to concur with the administration and authorize the Mayor and Clerk to extend the professional services agreement with ROWE Professional Services Company until December 31, 2021.

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, DPW Director

CC: Robert McCraight, Director of Public Services & Econ. Develop.
Kathy Hood, Assistant Director of DPW

DATE: October 20th, 2021

SUBJECT: Professional Services Agreement Extension (PSA) – With ROWE
Engineering

Mayor,

Based on the expiration of the ROWE's contract this month, the DPW recommends extending the professional services agreement until the end of the year. This will provide continuity with insurance, and contracts requirement with project currently underway.

In addition, the City Attorney's office, Steve Hitchcock, has approved the contract extension with minor changes. At this time, please proceed with presentation to City Council and signature of the agreement.

If you have any questions, please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, DPW Director

y:\admin documents\psa's\2021\letter to council.doc

MASTER AGREEMENT
Between
City of Romulus
And
ROWE Professional Services Company
For
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of the _____ day of _____, _____, between the City of Romulus, a Michigan Municipal Corporation with its office located at 11111 Wayne Road, Romulus, Michigan 48174 (CLIENT) and ROWE Professional Services Company, a Michigan Corporation _____, having an office located at 540 S. Saginaw Street, Ste. 200 (ENGINEER).
Flint, MI 48502

WHEREAS, the City would like to engage the professional services of the ENGINEER on an as needed basis to perform engineering services;

NOW, THEREFORE, CLIENT and ENGINEER, in consideration of their mutual covenants, adequate consideration being acknowledged, hereby agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. The services to be provided by ENGINEER will include such of the Basic and Additional Services as more specifically set forth in Exhibit A, and as authorized by CLIENT as provided herein. Specific projects will be detailed in a duly executed Individual Project Supplement. Each Individual Project Supplement will indicate the tasks and functions to be performed.

B. The general format of an Individual Project Supplement is shown in Exhibit A attached.

C. The CLIENT is not obligated to issue Individual Project Supplements, nor is CLIENT limited to the services of ENGINEER, and in fact acknowledgment is made that the CLIENT uses different engineering service companies.

D. ENGINEER shall not be obligated to perform any prospective Individual Project

Supplement unless and until CLIENT and ENGINEER agree in writing as to the specifics, compensation and all other relevant matters.

1.02 Individual Project Supplement Procedure

CLIENT and ENGINEER are required to define the work, the compensation, the timeliness and such agreement shall be properly executed by both parties.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT's responsibilities will be dependent upon the particular Project, and will be set forth in a form identical and/or similar to Exhibit B.

ARTICLE 3 - TERM: TIMES FOR RENDERING SERVICES; SUSPENSION

3.01 Term

A. This Agreement shall be effective and applicable to Individual Project Supplements issued hereunder until December 31, 2021.

B. This Agreement may be renewed or extended with or without changes, but must be evidenced by written mutually signed amendments.

3.02 Times for Rendering Services

A. Unless stated otherwise, in any Individual Project Supplement, the ENGINEER will perform all services and provide all required materials within a reasonable time.

B. The reasonable time shall be extended where causes beyond the control of the party without fault results in timeliness being delayed. In such event, such party must notify the other in writing as to the cause and the effect.

3.03 Suspension

A. If CLIENT fails to give prompt written authorization or verification of completion of services on a particular Project, ENGINEER may give written notice to CLIENT that failure to act within seven (7) days, engineering services will be suspended under that particular Project until completion by CLIENT.

B. In the event that through no fault of CLIENT or ENGINEER services are having to be extended beyond ninety (90) days, then the parties may sit down and discuss what additional costs have been incurred for such delay that extends beyond ninety (90) days.

ARTICLE 4 - PAYMENT TO ENGINEER

4.01 Payment for Services and Reimbursable Expenses of ENGINEER

CLIENT shall pay ENGINEER as set forth herein and in each Individual Project Supplement.

4.02 Other Payment Provisions

A. *Payment.* Payment shall be made for all expenses and services due and payable within forty-five (45) days of receipt. Failure to make payment within such time may result in ENGINEER suspending further work.

B. *Disputed Invoices.* If there is a portion of an invoice that is disputed, that portion shall be withheld, and the undisputed portion shall be paid.

C. *Payments Upon Termination.*

1. In the event of termination, all bills current to that time shall be paid within such forty-five (45) days.

D. *Records of ENGINEER'S Costs.* Records shall be kept according to the generally accepted accounting practices for those terms for the particular type of Project that is involved.

E. *Legislative Actions.* In the event there are additional costs initiated through legislative actions, the CLIENT shall be responsible for paying those, such as additional taxes or fees for services of ENGINEER.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

ENGINEER will render its best estimate of costs based upon the experience and qualifications of the ENGINEER. In the event

that unknown and unexcepted circumstances vary the costs subsequent to the award of the contract, ENGINEER shall provide revised estimate as soon as reasonably possible.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards and Parameters of Performance

A. The standard of care for ENGINEER shall be that which one would expect for a properly licensed ENGINEER for such type of work.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents. In the event of deficiencies, such deficiencies shall be corrected by ENGINEER and at the cost of ENGINEER and not CLIENT.

C. ENGINEER shall serve as CLIENT's prime professional under each Individual Project Supplement. ENGINEER may employ such subconsultants as ENGINEER deems necessary to assist in the performance or furnishing of the services unless that particular subconsultant is rejected by CLIENT.

D. ENGINEER and CLIENT shall comply with all Laws and Regulations in effect at the time each and all Individual Project Supplements, including the requirements, if applicable, that the Michigan Department of Transportation (MDOT) might require, including the use of their form contracts.

E. CLIENT shall render its best efforts in supplying what information it may have for such Project for the ENGINEER.

F. CLIENT shall make all decisions and carry out its responsibilities in a reasonably timely manner.

G. ENGINEER shall be responsible for giving all proper notices to proper parties and obtaining

such certifications that may be required for each Project.

H. Construction Costs will be that amount agreed to and where the limit of such Costs may be per each Individual Project Supplement.

I. If ENGINEER provides services for design for construction, the actual construction should be done by a contractor subject to deviation being approved by ENGINEER and CLIENT that might arise from time to time.

J. ENGINEER, its sub-consultants shall abide by all state and federal anti-discrimination laws and Fair Labor Standard Act.

6.02 Authorized Project Representatives

With the signing of an Individual Project Supplement, ENGINEER and CLIENT shall each designate specific individuals to act as the representatives for each respective party.

6.03 Use of Documents

ENGINEER will retain the right to make use of these documents for any other Project, but shall furnish to CLIENT copies of all such documents. CLIENT shall rely upon only those documents that have been signed by ENGINEER. It is understood that the documents provided to CLIENT may not necessarily be applicable to any other Project that CLIENT may foresee in the future.

6.04 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit D, "Insurance," with the CLIENT as an additional insured.

B. CLIENT shall require any contractors to maintain general liability and other insurance and include, besides CLIENT, the ENGINEER and any subconsultants as additional insureds.

C. ENGINEER shall deliver to CLIENT certificates of insurance evidencing the coverage indicated in Exhibit D. Such certificates shall be furnished prior to the commencement of any work.

D. CLIENT at any time may request an increase in insurance, and if so, such cost shall be borne by CLIENT.

6.05 Termination

A. The obligation to provide further services under this Agreement or any Individual Project Supplement may be terminated:

1. *For cause,*

a. By either party giving thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Individual Project Supplement hereunder through no fault of the terminating party.

b. By ENGINEER if the Project is delayed for more than ninety (90) days due to no fault of the ENGINEER, or ENGINEER is being asked to do something that is contrary to his responsibilities as licensed.

c. Termination shall not occur if there is a failure and cure is effectuated within thirty (30) days or such reasonable time it takes to cure such failure.

2. *Without cause,*

a. CLIENT may terminate by providing written notice of the termination to the ENGINEER, which shall be effective upon receipt.

b. In the event of a termination without cause, the CLIENT shall be responsible for the costs incurred up to the date of termination.

6.06 Controlling Law

A. This Agreement is governed by the laws of the State of Michigan.

6.07 Successors, Assigns, and Beneficiaries

A. ENGINEER, its partners, successors, and administrators are bound to the obligations provided under this Agreement and any supplementary agreement to all of the covenants thereunder.

B. Neither CLIENT nor ENGINEER may assign, sublet or transfer any rights under or interest in any monies due under this Agreement without the written consent of the other.

C. Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create liability to a third party. There are no third party beneficiaries.

6.08 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period not to exceed thirty (30) days from the date of written notice prior to exercising their rights under the provisions of this Agreement or under law.

B. If there is a dispute that has not been resolved, then such methods as may otherwise be agreed shall be used, and absent that, the court processes.

6.09 Hazardous Environmental Condition

A. CLIENT represents to ENGINEER that to the best of its knowledge there are not any

hazardous environmental conditions that have not been set forth in any Individual Project Supplement.

B. In the event there is discovery of any environmental conditions under either state or federal law, ENGINEER shall stop its work, consult with CLIENT on the best means of eradicating the situation. In no event does CLIENT guarantee or indemnify any potential exposure to such discovered hazardous materials.

C. This in fact may result in additional costs to CLIENT, as may be agreed to in writing between the parties relevant to the existence of hazardous materials.

6.10 Allocation of Risks/Indemnification

A. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners elected officials and employees from and against any and all costs, losses and damages, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees and ENGINEER's consultants in the performance and furnishing of ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, consultants, officers, directors, partners, employees and ENGINEER's consultants from and against any and all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or its stated representative designees, but under no circumstances will

governmental immunity be waived.

6.11 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon date of receipt.

6.12 Applicability of Master Agreement to Individual Project Supplement

The terms and conditions set forth in this Agreement apply to each Individual Project Supplement except as may be in conflict with the Individual Project Supplement, and in such case the Individual Project Supplement shall prevail.

6.13 Survival

Any representations and indemnifications or limitations of liability shall survive its completion or termination of the Project.

6.14 Severability

Any provision or part of this Agreement deemed to be inappropriate or stricken, the remainder shall be done, and if necessary, the language of the court direction shall reform the Agreement to be consistent with the intent of the parties.

6.15 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement. Any waiver must be in writing and signed by the parties.

6.16 Headings

Headings are merely for convenience.

6.17 Non-Exclusive and Non-Limiting Agreement

The parties are, absent conflicts of interest, able to hire or provide services to others.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

Wherever used in this Agreement (including the Exhibits hereto and any Individual Project Supplement) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof.

Additional Services. Services to be performed for CLIENT by ENGINEER in addition to that which has previously been set forth in the Individual Project Supplement.

Bid. The offer or proposal of a bidder submitted to the CLIENT.

Bidding Documents. The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and any other written or graphic documents issued prior to and description of the Bid to take place.

Change Order. A document recommended by either CLIENT or ENGINEER which is signed by a Contractor and CLIENT to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Times also recommended by ENGINEER.

Construction Costs. The cost to CLIENT of those portions of an entire Specific Project designed or specified by ENGINEER. Construction Costs shall be those items that are categorized and labeled within such document prepared by ENGINEER.

Contract Documents. Contract Documents are those documents that include the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and a Contractor, any graphic instruments or other documents used relevant to explanation and Bid Documents when attached as an Exhibit to the Construction Agreement or otherwise, bonds, any certifications, drawings and specifications, all written amendments, Change Orders, Field Orders and any ENGINEER's written interpretations and clarifications on or after the date of the Effective Date of the Construction Agreement.

Correction Period. That time after Substantial Completion during which a Contractor must correct, at no cost to CLIENT, any Defective Work, normally six (6) years after the date of Substantial Completion or such longer period of time as may be prescribed by Law or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

Defective. Defective means any Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

Documents. Documents means and shall include data, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed or electronic media format, provided or furnished at times by ENGINEER to ENGINEER's subconsultants to CLIENT pursuant to this Agreement.

ENGINEER's Consultants. Individuals or entities having a contract with ENGINEER to furnish services with respect to a Specific Project as ENGINEER's independent

professional associates, Consultants, subcontractors or vendors. The term ENGINEER includes ENGINEER's Consultants.

Field Order. A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or Contract Terms.

Individual Project Supplement. A document executed by CLIENT and ENGINEER, including amendments, if any, stating the scope of services, ENGINEER's compensation, times for performance of services and other relevant information for a Specific Project.

Record Drawings. The Drawings as issued for construction on which ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

Samples. Physical examples of materials, equipment or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Specifications. That part of the Contract Documents prepared by ENGINEER consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work to be performed by a Contractor and may include administrative details also.

Substantial Completion. The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance

with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended.

Supplementary Conditions. That part of the Contract Documents which amends or supplements the General Conditions.

Work Change Directive. A written directive to a Contractor signed by CLIENT, but recommended by ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

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ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits A - D

8.02 Total Agreement

This Agreement, consisting of eight (8) pages inclusive, together with the Exhibits identified as included above, constitutes the entire Agreement between CLIENT and ENGINEER and supersedes all prior written or oral agreements. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

CLIENT:
CITY OF ROMULUS

By: _____

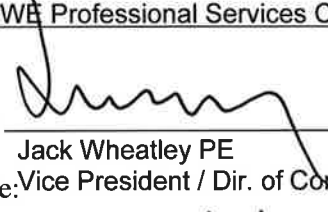
Leroy Burcroff
Title: Mayor

Date Signed: _____

Address for giving notices:

11111 S. Wayne Road
Romulus, MI 48174

ENGINEER:
ROWE Professional Services Company

By:  _____

Jack Wheatley PE
Title: Vice President / Dir. of Corp. Marketing

Date Signed: 10/7/21

Address for giving notices:

540 S. Saginaw Street, Suite 200
PO Box 3748
Flint, MI 48502

This is **Exhibit A**, consisting of 11 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

DESCRIPTION OF ENGINEER SERVICES

Services to be provided under an Individual Project Supplement may include the following:

PART 1 - BASIC SERVICES

All of the basic services indicated may not be required on all projects.

I. DESCRIPTION OF BASIC ENGINEERING SERVICES – CLIENT SPONSORED PROJECTS

A1.01 Study and Report Phase

A. After authorization to proceed, ENGINEER shall:

1. Consult with CLIENT to clarify and define CLIENT'S requirements for the project and review available data.
2. Advise CLIENT as to the necessity of CLIENT'S providing or obtaining from others data or services of the types described in Exhibit B of the Master Agreement and assist CLIENT in obtaining such data and services.
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
4. Provide analysis of CLIENT's needs, and review or provide as required, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
5. Provide a general economic analysis of CLIENT's requirements applicable to various alternatives.
6. Prepare a Report containing schematic layout sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to CLIENT and setting forth ENGINEER's findings and recommendations including traffic control during construction when applicable. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by CLIENT) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for CLIENT pursuant to paragraphs Exhibit B of the Agreement, inclusive.

7. Furnish up to five copies of the Study and Report documents and review them in person with CLIENT.

A1.02 Design Phase

A. After authorization to proceed with the Design Phase, ENGINEER shall:

1. In consultation with CLIENT and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.
2. Advise CLIENT if additional data or services of the types described in Exhibit B of the Agreement are necessary and assist CLIENT in obtaining such data and services.
3. Provide topographic or other field surveys required for design purposes.
4. Prepare, for incorporation in the Contract Documents, drawing to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Technical Specifications.
5. Provide technical criteria, written descriptions and design data for CLIENT's use in filing application for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist CLIENT in consultations with appropriate authorities.
6. Advise CLIENT of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish CLIENT a revised opinion of probable Total Project or Construction Costs. Furnish to CLIENT a revised opinion of probable Total Project Costs based on the Drawings and Specifications.
7. Prepare for review and approval by CLIENT, its legal counsel and other advisors contract agreement forms, general conditions and supplementary specifications, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
8. Furnish up to five copies of the above documents and of the Drawings and Technical Specifications and present and review them in person with CLIENT.
9. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
10. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

11. Consult with and advise CLIENT as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which acceptability is required by the Bidding Documents.

12. Consult with CLIENT concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

13. Attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

A.1.03 Construction Phase

A. Upon written authorization from the CLIENT to provide Construction Phase Services, ENGINEER shall:

1. General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except to the extent provided in this Exhibit, and except as ENGINEER may otherwise agree in writing. All of CLIENT's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of CLIENT to the extent provided in said General Conditions and consistent with the Contractor's contract work except as otherwise provided in writing.

2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

a. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified ENGINEER the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep CLIENT informed of the progress of the work.

b. The resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in the General Conditions of the construction contract.

c. The purpose of ENGINEER's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to be better carry out the duties and responsibilities assigned to and undertaken by ENGINEER

during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified ENGINEER, to provide for CLIENT a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents have been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by their work in accordance with the Contract Documents. But in the event the ENGINEER observes a failure by the Contractor, the ENGINEER's representative shall immediately notify the nature of the failure and copy CLIENT in writing.

3. *Construction Staking.* ENGINEER shall provide engineering surveys to establish reference points for construction, as provided for in the Contract Documents, to enable Contractor(s) to proceed with the layout of the work.

4. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

5. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare and change orders as required.

6. *Shop Drawings and Samples.* ENGINEER shall review Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph A3.01 and 5.01.2 of Exhibit A.

8. *Inspections and Tests.* ENGINEER shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

9. *Disputes between CLIENT and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of CLIENT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

10. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified ENGINEER, on information provided by the Resident Project Representative and on review of application for payment and the accompanying data and schedules:

a. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities allowed by the Contract Documents).

b. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed review or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work except for gross neglect. It will also not be ordinary care impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine the title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

11. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance

with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to CLIENT with written comments.

12. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the work is acceptable so that an ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to CLIENT and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations previously expressed.

13. Record Prints. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

14. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor of supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work except as set forth in this Exhibit.

A1.04. Post-Construction Phase.

A. Upon written authorization from CLIENT to begin Post-Construction Phase Services, ENGINEER shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment of systems.
2. Assist CLIENT in training CLIENT's staff to operate and maintain Project, equipment and systems.
3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for, equipment and systems for the Specific Project.
4. Together CLIENT, visit the Specific Project to observe any apparent defects in the Work assist CLIENT in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with CLIENT or CLIENT's representative, provide an inspection of the Specific Project within one month before the end of the Correction Period ascertain whether any portion of the Work is subject to correction.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in the Individual Project Supplement, will terminate at the end of the Correction Period.

II. DESCRIPTION OF BASIC ENGINEERING SERVICES–PRIVATE DEVELOPMENT PROJECTS

The ENGINEER will also further provide the following services for private development projects as requested or directed by the CLIENT.

A2.01 Site Plan and Site Development Reviews

A. Review all site plans forwarded by the CLIENT with respect to general engineering related issues, including such items as availability of water supply, sanitary sewers, storm drainage, and grading. This will be a cursory review to determine that any proposed projects can be built or accommodated in accordance with City standards. More specifically:

1. Review site plans for general development of subdivisions and multiple developments, including review of available water suppl, storm drainage, sanitary sewers, streets, and site grading plans of subdivision lots and multiple developments.
2. Review of site plans for commercial and industrial projects for available water supply, storm drainage, streets, and sanitary sewers; review of collection of stormwater on-site and elevations of buildings as required.

B. Review all detailed site development (engineering construction) plans forwarded by the CLIENT. This will be a more detailed review of the utilities (sanitary sewer, water main, and storm comply with applicable community, county, and state standards and requirements, and with accepted engineering practices, as appropriate.

A2.02 Preconstruction Phase Services.

A. Check Contractor/Project Sponsor submittals, permits and agency approvals received, and other related project documents provided, compare them against the Community's adopted preconstruction requirements to determine when the requirements appear to all have been met, and advise the CLIENT accordingly.

B. Schedule and attend a preconstruction meeting with representatives of the CLIENT, the project sponsor/Contractor(s), and other interested agencies or utility providers, to review and discuss the project, resolve questions and encourage coordination during the construction phase.

A2.03 Construction Phase Services

A. Provide construction observation services to ensure that underground storm, sanitary, and water mains on projects within the City are constructed in general conformance with the community standards and the approved project plans. Specifically, provide the services described as:

1. With respect to improvements intended to become a part of public system(s), as detailed in the following paragraphs of this Exhibit A: A1.03.A.1 through A1.03.A.4, A1.03.A.6 through A1.03.A.9, and A1.03.A.11 through A1.03.A.14.
2. When requested by the CLIENT, ENGINEER also shall provide the services as outlined in paragraphs A1.03, A.5 and/or A1.03.A10.

B. Provide review comments and recommendations for CLIENT approval of final measure plans and of any required easements for the projects.

C. Provide construction phase services as detailed in A2.03.A and A2.03B, above, with respect to improvements intended to remain private, when requested by the CLIENT.

D. Field check completed projects and/or other sites for general compliance with site plans and/or site development plans when requested.

III. MISCELLANEOUS ENGINEERING SERVICES

A3.01 The ENGINEER will furnish to the CLIENT construction engineering, construction survey, construction inspection, construction administration, and design engineering on any project upon written request.

IV. MEETING/ATTENDANCE

A4.01 The ENGINEER or his representative shall be available and will attend any regular counselor meetings, upon request and will attend any regular Council meeting(s), upon request.

A4.02 When specifically requested by authorized representative(s) of the CLIENT, the ENGINEER or his representative shall attend any special meetings or hearings.

PART 2 – ADDITIONAL SERVICES

A.5.01 Additional Services Requiring CLIENT's Authorization in Advance

A. If authorized in writing by CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in an Individual Project Supplement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with a Specific Project; preparation or view of environmental assessments

and impact statements; review and evaluation of the effects on the design requirements for a Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of a Specific Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CLIENT.

3. Services resulting from significant changes in the scope, extent, or character of the portions of a Specific Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Individual Project Supplement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from CLIENT's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.01.A.6.

5. Services required as a result of CLIENT's providing incomplete or incorrect project information with respect to Exhibit B.

6. Providing renderings or models for CLIENT's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Specific Project; evaluating processes available for licensing, and assisting CLIENT in obtaining process licensing; detailed quantity surveys or materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.

8. Furnishing services of ENGINEER's Consultants for other than specified in the Individual Project Supplement.

9. Services attributable to more prime construction contracts than specified in the Individual Project Supplement.

10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by CLIENT; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices request by CLIENT for the Work or a portion thereof.
12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable a Contractor to perform its work other than as required under paragraph A1.03.A3, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the Contract Times set forth in the Individual Project Supplement.
16. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to a Specific Project.
19. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT under paragraph 6.01.G of the Agreement or Individual Project Supplement.
20. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
21. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of any Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for a Specific Project or an excessive number of substitutions.
22. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
23. Additional or extended services during construction made necessary by (a) a significant amount of defective, neglected or delayed Work by a Contractor, or (b) default by a Contractor.

24. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work on a Specific Project by CLIENT prior to its Substantial Completion.

25. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement or an Individual Project Supplement.

A5.02 Additional Services Not Requiring CLIENT'S Authorization in Advance

A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing within seven days after beginning any such Additional Services. If CLIENT does not want CONSULTANT to continue to perform or furnish the services, CLIENT shall notify CONSULTANT in writing to cease, and CONSULTANT shall comply.

1. Additional or extended services during construction made necessary by (a) emergencies or acts of God endangering the Work, (b) an occurrence of a Hazardous Environmental Condition, (c) Work damaged by fire or other cause during construction, or (d) acceleration of the progress schedule involving services beyond normal working hours.

Initialed by:

CLIENT _____

ENGINEER JTW - ROWE

This is Attachment 1 to Exhibit A, consisting of 2 pages, referred to in an part of the Master Agreement between the Client and Engineer for Professional Services date _____, 20____.

INDIVIDUAL PROJECT SUPPLEMENT NO. []

Dated _____

To

MASTER AGREEMENT

Between

City of Romulus

and

Dated _____

For

PROFESSIONAL SERVICES

In accordance with paragraph 1.01 of the Continuing Services Agreement between CLIENT and ENGINEER for Professional Services, CLIENT and CONSULTANT agree as follows:

SPECIFIC PROJECT DATA

Title: [Specific Project reference for both parties]

Description: [Describe project client wants to construct or accomplish.]

SERVICES OF CONSULTANT

[Delineate services _____ agrees to furnish or reference attachment.]

CLIENT'S RESPONSIBILITIES

[Delineate what the client is responsible for so that we can deliver our services in a timely, efficient, and quality manner]

TIMES FOR RENDERING SERVICES

[Describe phases and timing or provide a project schedule.]

<u>Phase</u>	<u>Completion Date/Time</u>
_____	_____
_____	_____
_____	_____
_____	_____

City of Romulus

CLIENT

ENGINEER

_____	(By)	_____
_____	(Title)	_____
_____	(Date)	_____

This is **Exhibit B**, consisting of 3 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

SCHEDULE OF CLIENT'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following responsibilities except as stated in an Individual Project Supplement.

B2.01 In addition to other responsibilities of CLIENT as set forth in this Agreement, Client shall:

A. Provide ENGINEER subject to CLIENT's ability and knowledge with all known criteria and full information as to Client's requirements for a Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for ENGINEER to include the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other known available information pertinent to a Specific Project including reports and data relative to previous designs, or investigation at or adjacent to the Site of a Specific Project.

C. Following ENGINEER's assessment of initially-available project information and data and upon ENGINEER's request subject to CLIENT's ability and knowledge, furnish or otherwise make available such additional project related information and data in its possession as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.
2. Zoning, deed and other land use restrictions.
3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
4. Explorations and tests of subsurface conditions at or contiguous to the Specific Project Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to a Specific Project, the Specific Project Site, and adjacent areas.
6. Data or consultations as required for a Specific Project but not otherwise identified in the Agreement, the Exhibits thereto, or the Individual Project Supplement.

D. Give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature of extent not identified in the Individual Project Supplement or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in the Individual Project Supplement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as permitted lawfully as required for ENGINEER to perform services under the Individual Project Supplement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, specifications, proposals, and other documents presented by ENGINEER for a Specific Project (including obtaining advice of attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examinations) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of a Specific Project designed or specified by ENGINEER with input and aid of ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of a Specific Project with input and aid of ENGINEER .

I. Provide, as required for a Specific Project:

1. Accounting, bond and financial advisory and insurance counseling services.
2. Legal services with regard to issues pertaining to a Specific Project as Client requires, a Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as Client requires to ascertain how or for what purpose a Contractor with ENGINEER's overseeing has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent ENGINEER's employed by Client to perform or furnish services in regard to a Specific Project wherein _____ is engaged in the same project, including, but not limited to, cost estimating, project peer review, value engineering, constructibility or any other assignment.

K. Furnish to ENGINEER data as to Client's anticipated costs for services to be provided by others for Client so that ENGINEER may make necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If Client designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent Client at the Specific Project Site, define and set forth in the Individual Project Supplement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work of a Specific Project designed or specified by ENGINEER, designate in the Individual Project Supplement a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereto to the duties, responsibilities, and authority of ENGINEER.

N. Attend the pre-Bid conference, Bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and

approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the work for a Specific Project with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (disclose the identity of such individual or entity to ENGINEER) as Client determines necessary to verify:

1. That a contractor is complying with any Laws and Regulations applicable to a Contractor's performing and furnishing the work.
2. That a Contractor is taking all necessary precautions for safety of persons or property and complying with any special provision of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Initialed by:

CLIENT _____

ENGINEER JTW-RONE

This is **Exhibit C**, consisting of 4 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

PAYMENT TO ENGINEER

Article 4 of the Agreement is amended and supplemented to include the following of the parties.

Article 4 - PAYMENT TO ENGINEER

C4.01 Method of Payment of Services and Expenses for CLIENT Sponsored Projects.

- A. *Basic Services.* CLIENT shall pay ENGINEER for Basic Services rendered under Part 1, Section I in Exhibit A, by one of the compensation formats listed in Paragraph C4.01.A.1, where such format is agreed to by the CLIENT and ENGINEER in an individual Project Supplement. In the absence of such Individual Project Supplement compensation format agreement(s), the compensation format used will be as outlined in Paragraphs C4.01.A.2. through C4.01.A.5.
1. Compensation Format Options
 - a. Time and Materials - full amount of the actual cost incurred, at the rates specified in the current BILLING RATE SCHEDULE (current schedule as of date of this Agreement is attached as Schedule A);
 - b. Lump Sum Basis - where the scope and duration of the work may be clearly defined.
 2. Study and Report Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Study and Report Phase Services rendered on the Project.
 3. Design Phase Services. On the basis of ENGINEER's current BILLING RATE SCHEDULE for all Design Phase Services rendered on the Project.
 4. Construction Phase Services. For services of ENGINEER during construction phase furnished under Article A1.03, on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff assigned to the Construction Phase.
 5. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Basic Services which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15 for the services.

B. *Additional Services.* CLIENT shall pay ENGINEER for Additional Services rendered under Part 2 in Exhibit A as follows:

1. General. For Additional Services of ENGINEER's principals and employees engaged directly on the specific Project and rendered pursuant to the Agreement (except services as a consultant or witness under paragraph Part 2, A.5.01.A.18 of Exhibit A), on the basis of ENGINEER's current BILLING RATE SCHEDULE.
2. Professional Associates and Consultants. For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to the Agreement as which rate must be first approved in writing by the CLIENT, the ENGINEER will invoice the CLIENT for payment at cost times 1.15.
3. Serving as a Witness. For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph Part 2, A.5.01.A.18 of Exhibit A, of the Agreement, at a mutually agreed upon rate per day or any portion thereof not to exceed the hourly rate previously approved by CLIENT in writing (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph C4.01.B.1). Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph C4.01.B.2.

C. *For Reimbursable Expenses.* In addition to payment provided for in paragraphs C4.01.A. and C4.01.B., CLIENT shall pay ENGINEER the actual costs of all Reimbursable Expenses in connection with all Basic and Additional Services, if the services are not Lump Sum.

D. The term "Reimbursable Expenses" has the meaning assigned to it in paragraph C4.07.

C4.02 Method of Payments for Services and Expenses for Private Development Projects

A. *Site plan and Site Development Reviews.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review. The project sponsor's deposit, in an amount determined from a standard review fee estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, shall be collected by the CLIENT prior to forwarding the plans to ENGINEER for review.

B. *Land Divisions.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered on the review.

C. *Preconstruction and Construction Phase Services.* Compensation shall be on the basis of ENGINEER's current BILLING RATE SCHEDULE for services rendered by staff as referenced in Articles 2.02 and 2.03 of Exhibit A. Budget estimates for the project sponsor's deposit, which

shall be collected by the CLIENT before initiation of the preconstruction services, shall be determined from a construction deposit estimating schedule to be developed and approved by the CLIENT and ENGINEER in writing, or upon ENGINEER's estimate in writing if Project conditions indicate a revised deposit amount may be required.

D. *Notice of Relationship of Payments to Estimated Project Sponsor Deposit(s).* If it becomes apparent to ENGINEER at any time before the services for which the deposit was made exceed about 80% of the deposit amount, that the requirements for the outlined portions of the project cannot be completed with the remaining funds, the CLIENT will be notified. The CLIENT shall obtain such additional deposit(s) from the project sponsor to cover the estimated costs services to complete the outlined project work, if available, require the project work to be terminated, or a reduction in the remaining services to be rendered by ENGINEER on the project shall be agreed to by the CLIENT and ENGINEER in writing such that the deposit amount will not be exceeded.

E. For services and reimbursable expenses of independent professional associates and consultants employed by ENGINEER to render services under Section II of Exhibit A, the ENGINEER will invoice the CLIENT for payment at cost previously approved in writing by CLIENT times 1.15 for services.

C4.03 Miscellaneous Engineering Services.

A. Miscellaneous day-to-day engineering services as referenced in Article A3.01 of Exhibit A, shall be compensated on the basis of ENGINEER's current BILLING RATE SCHEDULE, unless otherwise agreed to in writing by CLIENT and ENGINEER at the time the miscellaneous services are authorized.

C4.04 Meetings/Attendance

A. Attendance at meetings or hearings, when requested by the CLIENT, will be compensated on the basis of the ENGINEER's current BILLING RATE SCHEDULE.

C4.05 Fee Schedule

A. *Amending Fee Schedules.* Schedule A, BILLING RATE SCHEDULE, may be amended by the mutual consent of the CLIENT and ENGINEER upon thirty (30) days written notice.

1. Schedule A, BILLING RATE SCHEDULE, will be modified periodically and equitably each year to reflect changes in salary of staff, current equipment costs, and current overhead costs but in accord with financial capability of CLIENT.

B. *Effective Date of Fee Schedule.* Schedule A shall become effective immediately upon the date of the Agreement and shall apply immediately to on-going work and future work.

C4.06 Payments to ENGINEER

ENGINEER shall submit monthly invoices for basic and additional services rendered and for reimbursable expenses incurred. The invoice will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing for lump sum projects, or actual time and expenses incurred for hourly rate (time and materials) projects. CLIENT shall make prompt monthly payments in response to ENGINEER's monthly invoices.

C4.07 Definitions.

Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of report; Drawings, Specifications, Bidding Documents and similar Project-related items; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses will also include expenses incurred for highly specialized equipment, including appropriate charge for previously established programs and expenses of photographic production techniques.

Initialed by:

CLIENT _____

ENGINEER JTW - ROWE

This is **Exhibit D**, consisting of 2 pages, referred to in and part of the **Master Agreement between the CLIENT and ENGINEER for Professional Services** dated _____, 20____.

INSURANCE

The ENGINEER shall purchase the following minimum insurance coverage:

A6.05 Insurance

- A. **Workers' Compensation Insurance:** ENGINEER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan and verify Contractor and all consultants of same and/or ENGINEER have Workers' Compensation including Employer's Liability Coverage.
- B. **Commercial General Liability Insurance:** ENGINEER shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an Occurrence Basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage, Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed operations Liability with limits of liability not less than \$2,000,000; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (6) per contract aggregate and confirm that the Contractor and any and all CONSULTANTS have similar type coverage or that greater amount ENGINEER feels is adequate and verify Contractor and all CONSULTANTS have adequate and under all instances under such provisions of subparagraph B that the CLIENT is additional insured under same.
- C. **Motor Vehicle Liability:** ENGINEER shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$2,000,000 per occurrence combined with single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles and assure Contractor and CONSULTANTS have same.

- D. Professional Liability: Errors and Omissions on a Claims Made Basis with limits of liability of not less than \$2,000,000.

Initialed by:

CLIENT _____

ENGINEER JTW - RONE



City of Romulus

Mayor's Report – LeRoy D. Burcroff, Mayor

Council Meeting Held: **October 25, 2021**

Item No. D.

General Description: FYI - Emergency Repair 38819 Barth Road Sanitary Sewer Lead

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS
DEPARTMENT OF PUBLIC WORKS

Interoffice Memorandum

TO: Mayor LeRoy D. Burcroff

FROM: Roberto J. Scappaticci, DPW Director

CC: Robert McCraight, Director of Public Services & Econ. Develop.
Kathy Hood, Assistant Director of DPW

DATE: October 20th, 2021

SUBJECT: Emergency Repair 38819 Barth Road Sanitary Sewer Lead - **FYI**

Mayor,

It has come to our attention that the sanitary sewer service to the above referenced home has collapsed during the construction of the roadway and water main on Barth Road. After investigation it was at no fault of any of the contractors on site.

At this time we are requesting approval of Blue Ribbon to complete the emergency repair in the amount of **\$35,115.00**. Funds are secured in account number 592-590-818.000. Please proceed to presentation this to City Council as an FYI.

If you have any questions, please feel free to contact me.

Sincerely,



Roberto J. Scappaticci, DPW Director

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City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **October 25, 2021**

Item No. A.

General Description: Approval of Traffic Control Order - Intersection of Joan St. & Central St.

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg

Date: October 25, 2021

Re: Traffic Control Order Request

A request from Robert Pfannes, Chief of Police:

It is requested that Council concur with the recommendation of Robert Pfannes, Chief of Police, and approve a Traffic Control Order providing for the addition of stop signs on Joan at Central in the City of Romulus.

CITY OF ROMULUS
Police Department

Interoffice Memorandum

TO: City Clerk Ellen Craig Bragg

FROM: Robert Pfannes, Chief of Police

CC: Mayor LeRoy D. Burcroff
Robert McCraight, Director of Public Services
Kathy Hood, Assistant Director of Department of Public Works

DATE: October 21, 2021

SUBJECT: Traffic Control Order

Dear Madam Clerk,

Please present this to City Council for consideration of approval for signatures. Should there be any questions regarding this matter please feeling free to contact me at 734-942-6856 or e-mail Rpfannes@romulusgov.com

Sincerely,

Robert Pfannes

Robert J. Pfannes, Chief of Police

CITY OF ROMULUS

TRAFFIC CONTROL ORDER

NO: _____

**PURSUANT TO THE PROVISIONS OF MICHIGAN MANUAL ON UNIFORM TRAFFIC
CONTROL DEVICES**

The Uniform Traffic Code for cities, townships, and villages, was adopted by reference by the Council of the City of Romulus on July 28, 1970 with respect to City Road(s) or Street(s) in the City of Romulus, County of Wayne, State of Michigan, in conformity with the Michigan Manual of Uniform Traffic Control Devices, Section 2B.07 Multi-Way Stop Applications and Rule 28.1124 Rule 124:

This Traffic Control Order establishes that vehicular traffic traveling east or west on Joan St. in the City of Romulus is required to stop at Central St. which upon approval of this order will be a multi-way (four-way) stop.

Any Traffic Control Order(s) heretofore made with respect to the foregoing are hereby rescinded and superseded.

The Order becomes effective when signs giving notice of same have been erected.

Robert Pfannes 10/21/21
Chief, Romulus Police Department / Date:

I here by certify that the foregoing is a true copy of the Traffic Control Order as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Chamber Room in said City on the _____ day of _____, 2021.

Ellen L. Craig-Bragg, City Clerk



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held:

October 25, 2021

Item No. B.

General Description: Second Reading & Final Adoption of amendments to Chapter 2--Article VII, Cemetery Ordinance

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, City Clerk

Date: October 25, 2021

Re: Cemetery Ordinance

For Second Reading & Final Adoption of amendment to Chapter 2, Article VII, Section(s) 2-409 & 2-410 of the Romulus Code of Ordinance

- 1. Section 2-409, Appointment of the Board of Cemetery Trustee**
 - a. Increases the total number of trustees to six (6)
 - b. Includes language of a council representative being a non-voting trustee of the board
- 2. Section 2-410, Duties of the Board of Cemetery Trustees**
 - a. Modify language to be consistent with Home Rule City Act of 1909 and Council's intention by having the Board of Cemetery Trustees "propose" maintenance, preservation, and management of the Romulus Memorial Cemetery.

**CITY OF ROMULUS
ORDINANCE NO. _____**

**AN ORDINANCE TO AMEND ARTICLE VII – CEMETERY ORDINANCE,
SECTION 2-409 – APPOINTMENT OF THE BOARD OF CEMETERY TRUSTEES AND
SECTION 2-410 – DUTIES OF THE BOARD OF CEMETERY TRUSTEES.**

THE CITY OF ROMULUS ORDAINS:

Sec. 2-409. Appointment of the Board of Cemetery Trustees.

1. There shall be a total of six Trustees. The mayor, by and with the consent of the council, shall appoint five trustees who shall be freeholders and electors in the city. Council shall appoint one of its members as a non-voting Trustee all of whom shall constitute a "board of cemetery trustees.
2. The board of cemetery trustees shall appoint a chairperson.
3. The city clerk shall serve as the clerk of the board of cemetery trustees, as well as the "cemetery officer" and sexton overseeing and managing the day-to-day operation of the cemetery.

Sec. 2-410. Duties of the Board of Cemetery Trustees.

The board of cemetery trustees shall have the power and duty to propose maintenance, preservation, and management of the Romulus Memorial Cemetery. - - Subject to any additional qualifications and limitations set forth in this -ordinance or by the city council, the specific powers, and duties of the board of cemetery trustees include the following powers and duties:

1. Making recommendations to the city council for council's establishment of the price of lots.
2. Making recommendations to the city council for the utilization of funds provided for the care and improvement of the grounds.
3. Making recommendation to city clerk for overseeing, regulating, and enforcing, in conjunction with the department of public safety - to the extent approved by city council, the Romulus Memorial Cemetery Rules and Regulations.
4. Making recommendations on cemetery operations to the clerk and/or city council.
5. Any such other powers and duties as the city council may prescribe by resolution.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus
this _____ day of _____, 2021.

LEROY BURCROFF, Mayor

ELLEN L. CRAIG- BRAGG, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

Within forty-five (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting against such ordinance continuing in effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election at which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **October 25, 2021**

Item No. C.

General Description: First Reading and Introduction to TA-2021-001 (Zoning Ordinance Amendment) - Long Term Parking Facilities

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 25, 2021

Re: First Reading and Introduction of TA-2021-001

At a public hearing held on October 18, 2021, the Planning Commission recommended for approval the attached Zoning Ordinance Amendment.

Therefore it is requested that Council concur with the recommendation of the Planning Commission and approve the first reading and introduction of TA-2021-001 which amends Article 14, PARKING REQUIREMENTS, Section 14.05, Long-Term Parking Facilities, Car Rental, and Leasing Facilities and Article 22 BOARD OF ZONING APPEALS, Section 22.03, Temporary Buildings and Uses of the Zoning Ordinance.



PLANNING DEPARTMENT MEMORANDUM

DATE: October 20, 2021

To: City Council

FROM: Carol Maise, City Planner

SUBJECT: TA-2021-001; Zoning Ordinance Text Amendment
Long-term Parking Facilities (**Park & Fly**) and Temporary Buildings and Uses
(Security)

Attached for your consideration is a draft of a Zoning Ordinance amendment to Article 14, PARKING REQUIREMENTS, *Section 14.05, Long-Term Parking Facilities, Car Rental, and Leasing Facilities* and Article 22, BOARD OF ZONING APPEALS, *Section 22.03, Temporary Buildings and Uses*.

Updates to these sections have been made to address consistency with the City's Code of Ordinances (Licensing for park & fly) and security requirements for long-term parking facilities including park & fly.

The Planning Commission held a public hearing on the amendments on October 18, 2021 and recommended approval to the City Council. Please find attached the following:

- Article 14, PARKING REQUIREMENTS, *Section 14.05, Long-Term Parking Facilities, Car Rental, and Leasing Facilities* – proposed text amendment
- Article 22, BOARD OF ZONING APPEALS, *Section 22.03, Temporary Buildings and Uses* - proposed text amendment
- Planning Commission draft minutes 10/18/21

City Attorney, Steve Hitchcock will be presenting the proposed amendments. We look forward to discussing these with you at the study session on October 25, 2021.

RECOMMENDATION

If the City Council determines that action on the proposed amendment is warranted, the following motion should be considered:

*"To **approve the first reading of** TA-2021-001; a proposed text amendment to Article 14, PARKING REQUIREMENTS, *Section 14.05, Long-Term Parking Facilities, Car Rental, and Leasing Facilities* and Article 22, BOARD OF ZONING APPEALS, *Section 22.03, Temporary Buildings and Uses of the Zoning Ordinance*.*

Should you have any questions, or desire additional information, please do not hesitate to contact the Planning Department at 734-955-4530.

ORDINANCE _____
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.250

AN ORDINANCE AMENDING ARTICLE 14, PARKING REQUIREMENTS, SECTION 14.05, LONG-TERM PARKING FACILITIES, CAR RENTAL, AND LEASING FACILITIES OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 14, Parking Requirements, Section 14.05, Long-Term Parking Facilities, Car Rental, and Leasing Facilities is amended to read as follows:

Section 14.05 Long-term Parking Facilities, Car Rental, and Leasing Facilities

- (a) **Intent.** Long-term surface parking facilities, car rental, and car leasing facilities do not represent the most efficient and best use of land within the City. The proliferation of large paved areas more than _____ square feet create a negative image and large surface parking lots create increased environmental impacts, such as a greater stormwater runoff. Utilizing large land areas in commercial and industrial districts for parking is not consistent with the objective of encouraging other types of commercial uses, such as hotels, offices, and high quality manufacturing facilities that provide a greater contribution to the City's economy and character. It is the intent of these regulations to:
- (1) Minimize the amount of valuable commercial and industrial land that is consumed by long-term parking facilities and ensure there is adequate land available for economic growth of the City for industry and commercial services needed by residents.
 - (2) Ensure long-term parking facilities are appropriately located to support other airport-related facilities.
 - (3) Minimize traffic impacts from long-term parking facilities.
 - (4) Minimize the amount of woodlands that need to be clear for parking facilities.
 - (5) Minimize the impact to the microclimate and the "heat island" effect of large parking facilities.
 - (6) Minimize the amount of stormwater runoff generated from a parking facility.

(b) **Long-term Parking Facilities.** Long-term parking facilities must meet the following special land use requirements:

- (1) This section shall apply to long-term parking facilities used by airport travelers or other types of long-term vehicle parking facilities; hotels/motels that provide long-term park-and-fly space; and, parking lots used for storage of new vehicles not located on the same lot as a dealership or automobile manufacturing facility. Long-term parking facilities are only permitted in the RC, M-T, and AP Districts as a special land use. Long term parking facilities must also obtain a Class I Parking License from the City Council in accordance with the City's Parking Ordinance following approval of the special land use.
- (2) Any application for a new long-term parking facility or expansion to an existing facility shall be accompanied by a market study with supporting documentation verifying the need for long term parking. The study will inventory the supply of existing parking, both on and off the airport, and demands created by increased usage. The City Council shall not approve an application for a long-term parking facility unless the study demonstrates that there is a undersupply of long-term parking.
- (3) Long-term parking facilities in excess of 50 parking spaces, must be entirely contained with in a parking structure meeting the requirements of Section 14.02(d). Entrance, driveways, collection booths, and other facilities ancillary to the parking facility may be permitted outside of the structure, but parking spaces outside of the structure are not permitted. In order to minimize the amount of land area consumed by a long-term parking facility, no more than twenty five percent (25%) of the parking may be located on the ground level of the parking structure. All parking spaces, whether on the surface or in parking structure, must be in addition to parking spaces required for any other use of the premises.
- (4) Long-term parking facilities shall have access to an arterial roadway that has a right-of-way width of at least one hundred twenty (1~~1~~2) feet extending from the entrance of the site to the nearest freeway interchange.
- (5) All structures and facilities for the long-term parking facility shall be located at least four hundred (400) feet from any road right-of-way.
- (6) The frontage along the arterial roadway shall be capable of development for uses permitted in the district in which the proposed facility is located. The frontage must be developed in conjunction with the long term parking facility. The development may be completed in phases, provided only fifty percent (50%) of the long term parking can be development prior to the 400-foot setback area in front of the parking being developed. The long term parking facility shall be integrated with the development of the frontage with integrated access and circulation.
- (7) The access drive to the site shall be at least three (3) traffic lanes wide with a minimum of two (2) incoming lanes.

- (8) A traffic impact study meeting the requirements of Section 23.02(a)(3) shall be submitted with any application for a new or expanded long-term parking facility.
- (9) The long-term parking facilities shall be designed and located to be compatible with proposed land uses in the district, not adversely affect adjacent land uses, and be located and consistent with the Master Plan.
- (10) The entrance to the parking area shall be landscaped along both sides of the entrance road. A greenbelt C meeting the requirements of Section 13.02 shall be provided around the entire perimeter of the parking area.
- (11) Overnight or long-term parking is prohibited for commercial vehicles such as delivery vans or trucks, truck tractors, over-the-road hauling trucks, sei-trucks, trailers or construction equipment, or similar vehicles, and recreational vehicles such as motor homes, travel trailers and similar vehicles.
- (12) Long-term parking facilities may be prohibited at highly visible locations that may have a negative influence on the character and appearance of the surrounding area. Added screening requirements may be imposed to reduce the visibility of parking facilities.
- (13) Existing long-term facilities may be permitted to increase the number of parking spaces utilized for long term parking, provided newly creating parking spaces are located in a parking structure within an area that is currently paved for long term parking. Existing surfaced parking may remain, provided there is no expansion in the land area covered by parking and all new spaces are being added in a structure. The site shall be upgraded to comply with the landscaping and driveway design requirements of this Ordinance.
- (14) A long term parking facility may not be expanded to cover a larger land area unless all of the requirements of this section are met.

(15) All long-term parking facilities shall provide security including fencing and lighting of the site approved by the Planning Commission or ARC; and adequate lighting security camera systems with storage of the security video for thirty (30) days as approved by the Police Department-determined by the planning commission or the Board of Zoning Appeals.

- (c) **Car Rental Establishments.** Car rental establishments must meet the following requirements:
 - (1) A greenbelt C landscaping along the site frontage and a landscape buffer zone shall be provided along all other lot lines, as required by Section 13.02.
 - (2) Customer parking may be provided in the required front yard as long as the area is landscaped as required by Section 13.02.

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2021.

LEROY BURCROFF, MAYOR

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced:

Adopted:

Published:

Effective:

ORDINANCE _____
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.251

AN ORDINANCE AMENDING ARTICLE 22, ZONING BOARD OF APPEALS, SECTION 22.03, POWERS AND DUTIES, SECTION (e) TEMPORARY BUILDINGS AND USES OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 22, Board of Zoning Appeals, Section 22.03 (e) Temporary Building and Uses is amended to read as follows:

(e) **Temporary Building and Uses.** Temporary buildings, structures and uses may be permitted as follows:

~~(1) (4)~~ The Board of Zoning Appeals may permit temporary buildings, structures, and uses for up to twelve (12) months in a calendar year from the date of BZA approval provided that all requirements and conditions relative to the type of structure and use, and timing and arrangements for termination and removal, are specified in writing.

- a. The Board of Zoning Appeals may condition approvals related to setbacks, screening, off-street parking, liability coverage, security including, fencing, lighting and cameras, and other conditions considered necessary to protect the health, safety, welfare, and comfort of the inhabitants of the City.
- b. A single six (6) month extension may be granted if the Board of Zoning Appeals is petitioned by the applicant prior to the expiration of the original approval.
- c. Applicants who are dissatisfied with the decision of the Administrative Review Committee (ARC) set forth below may appeal the decision to the Board of Zoning Appeals to determine whether the ARC properly applied the conditions set forth in this Ordinance below in its decision, or in the Food Handlers Ordinance.

(2) The Administrative Review Committee (ARC) may approve temporary buildings, structures and uses for not to exceed a period of one-hundred eighty (180) days in a calendar year, provided the proposed use is an accessory use to an approved principal permitted use for the site, the principal permitted use is in compliance with city

ordinances, and the applicant has a business located in the City that has a current business registration issued by the City with such additional conditions as may be determined by the ARC, including but not limited to security, fencing, lighting and cameras.

- a. ARC may also approve temporary structures and uses (not temporary buildings) for not to exceed thirty (30) days in a calendar year if the proposed use is not an accessory use for the site, the principal permitted use is in compliance with this zoning ordinance, and the applicant has a business located in the City that has a current business registration issued by the City with such additional conditions as may be determined by the ARC.
 - b. Applicants who are dissatisfied with the decision of the Administrative Review Committee (ARC) as set forth above may appeal the decision to the Board of Zoning Appeals to determine whether the ARC properly applied the conditions set forth in this Ordinance below in its decision, or in the Food Handlers Ordinance.
- (3) Any special event on any city street, park or public area of the city shall be subject to Chapter 52 Article II Section 52-84 of the Code of Ordinances for the City of Romulus.
- (4) Non-profit entities that have obtained tax exempt status from the Federal Internal Revenue or have applied for such tax exemption may have temporary structures and uses on property they own or lease for their tax-exempt purpose, for up to three (3) consecutive days, not more than three (3) times in a calendar year without obtaining the consent of the Board of Zoning Appeals or the ARC.
- (5) To receive Board of Zoning Appeals or ARC approval, the following are required:
- a. The applicant and the property owner must not be delinquent on any property taxes or fees owed to the City;
 - b. The use must not be prohibited by any other ordinance of the City;
 - c. The applicant must provide written permission from the property owner for the proposed temporary use;
 - d. If there is an existing occupied use of the property, a Certificate of Occupancy must be provided;
 - e. A written application shall be provided to the Planning Department for any temporary use. The application to the Board of Zoning Appeals or ARC shall comply with the requirements of Section 17.03(b);

- f. Upon approval by the Board of Zoning Appeals or ARC, a business registration must be obtained from the City Clerk's office; and
- g. Other information as may be required in the application by ARC or BZA.

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2021.

LEROY BURCROFF, MAYOR

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Counsel protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced:

Adopted:

Published:

Effective:

B. TA-2021-001; Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which addressed issues of some hotels/motels allowing park and fly uses at their facilities without going through normal licensing processes, and allowing long-term parking to take up required parking spaces on site.

MOTION by McAnally, support by Talon-Jemison, to recommend adoption to City Council TA-2021-001 Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses.

Roll Call Vote: Ayes – McAnally, Talon-Jemison, Roscoe, Crova, Gbogboade, Frederick, Glotfelty, Paul, and Freitag. Nays – none. **Motion carried 9-0.**

C. TA-2021-002; Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which specifically applied to wireless facility co-locations, and time limits for approval as imposed by Federal and State law.

MOTION by Crova, support by Gbogboade, to recommend adoption to City Council TA 2021-002 Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services.

Roll Call Vote: Ayes – Crova, Gbogboade, Roscoe, Glotfelty, Paul, Talon-Jemison, McAnally, Frederick, Freitag. Nays – none. **Motion carried 9-0.**

D. TA-2021-003; Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations

(Action Required: Recommendation to City Council)

MOTION by Crova, support by Frederick, to recommend adoption to City Council TA 2021-003 Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations

Engineering Consultant Katers described the background and rationale for this ordinance change, which specifically addressed the difficulty of compliance with current lighting regulations for the larger-scale industrial developments recently reviewed by the City and Planning Commission. These recommendations were provided by Carmine Avantini from CIB Planning who originally drafted the ordinance in 2008 and OHM Advisors who have also reviewed the lighting on more recent site plans.

Roll Call Vote: Ayes – Crova, Frederick, Talon-Jemison, Roscoe, Gbogboade, McAnally, Paul, Glotfelty, and Freitag. Nays – none. **Motion carried 9-0.**



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **October 25, 2021**

Item No. D.

General Description: First Reading and Introduction to TA-2021-002 (Zoning Ordinance Amendment) - Wireless Facilities

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 25, 2021

Re: First Reading and Introduction of TA-2021-002

At a public hearing held on October 18, 2021, the Planning Commission recommended for approval the attached Zoning Ordinance Amendment.

Therefore it is requested that Council concur with the recommendation of the Planning Commission and approve the first reading and introduction of TA-2021-002 which amends Section 12.15, Wireless Communication Facilities and Services of the Zoning Ordinance.



PLANNING DEPARTMENT MEMORANDUM

DATE: October 20, 2021
To: City Council
FROM: Carol Maise, City Planner
SUBJECT: TA-2021-002; Zoning Ordinance Text Amendment
Section 12.15, Wireless Communication Facilities and Services **(Cell Towers)**

Attached for your consideration is a draft of a Zoning Ordinance amendment *to Article 12, General Provisions, Section 12.15, Wireless Communication Facilities and Services (Cell Towers)*. This draft is based on compliance with the Federal and State law.

The Planning Commission held a public hearing on the amendments on October 18, 2021 and recommended approval to the City Council. Please find attached the following:

- Section 12.15, *Wireless Communication Facilities and Services*
- Planning Commission draft minutes 10/18/21

City Attorney, Steve Hitchcock will be presenting the proposed amendments. We look forward to discussing these with you at the study session on October 25, 2021.

RECOMMENDATION

If the City Council determines that action on the proposed amendment is warranted, the following motion should be considered:

***"To approve the first reading of TA-2021-002; a proposed text amendment to Section 12.15, Wireless Communication Facilities and Services of the Zoning Ordinance.**"*

Should you have any questions, or desire additional information, please do not hesitate to contact the Planning Department at 734-955-4530.

ORDINANCE _____
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.253

AN ORDINANCE AMENDING ARTICLE 12, GENERAL PROVISIONS, SECTION 12.15, WIRELESS COMMUNICATION FACILITIES AND SERVICES OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 12, General Provisions, Section 12.15, Wireless Communication Facilities and Services is amended to read as follows:

Section 12.15 Wireless Communication Facilities and Services

(a) **Purpose and Intent.** The regulations of this Section are intended to conform with federal laws and administrative rules governing facilities needed to operate wireless communication systems and to set forth procedures and standards for review and approval for the location of such facilities within the City of Romulus. It is the City's intent to reasonably regulate the location and design of such facilities to retain the integrity of neighborhoods and the character, property values, and aesthetic quality of the City and to also ensure compliance with FAA height restrictions in the vicinity of the Detroit Metropolitan Wayne County International Airport. Given the increase in the number of wireless communication facilities requested as a result of the new technology and the Federal Telecommunications Act of 1996 and Public Act 143 of 2012, it is the policy of the City that all users should co-locate on attached wireless communication facilities and wireless communication support structures. Collocation is proposed in order to assure the most economic use of land and to prevent the proliferation of duplicative services. In recognition of the City's concern that technological advances may render certain wireless communication facilities obsolete or unnecessary in the future, requirements are set forth for the removal of unused or unnecessary facilities in a timely manner and provide security for removal.

(b) **Definitions:** The following definitions shall apply in the interpretation of this Section:

- (1) **Wireless Communication Facilities (WCF).** All structures and accessory facilities relating to the use of the radio frequency spectrum for the purpose of transmitting or receiving radio signals. This may include, but shall not be limited to, radio antenna, television broadcasting antenna, telephone devices, personal communication transmission equipment and exchanges, microwave

relay, telephone transmission equipment buildings, and commercial mobile radio service facilities. This definition does not include satellite dish, television and radio reception antenna for an individual lot as otherwise regulated in the applicable zoning district.

- (2) **Attached Wireless Communication Facilities.** Wireless communication facilities affixed to existing structures, including but not limited to existing buildings, towers, water tanks, or utility poles.
 - (3) **Wireless Communication Support Structures (WCSS).** Structures erected or modified to support wireless communication antennas. Support structures within this definition include, but shall not be limited to, monopoles, lattice towers, and guyed towers, or other structures that are erected for the purpose of supporting WCF's.
 - (4) **Collocation.** Location by two (2) or more wireless communication providers of wireless communication facilities on a common structure, tower, or building, to reduce the overall number of structures required to support wireless communication antennas within the City.
- (c) **Use Requirements.** Wireless communication facilities may be located within the City in accordance with [Table 12.15 \(c\)](#).

Table 12.15(c) Wireless Communication Facilities		
Type/Location of Wireless Facility	Location Permitted	Approval Procedure
1. Wireless Communication Facility attached to existing structures:		
Collocation upon an existing wireless communication support structure	All districts	Administrative approval
Replacing an existing wireless communication support structure with a new one to support additional collocation	All districts	Administrative approval if not more than 20 feet taller <u>or 10% of original height, whichever is greater.</u> Planning Commission if more than 20 feet taller <u>or more than 10% greater than original height.</u>
Attached to an existing utility structure	All districts	Administrative approval, with letter of acceptance from the utility company
Attached to an existing building	All non-single-family residential districts	Administrative approval
2. New Wireless Communication Support Structure:		

Replacing an existing tower with a taller tower to permit additional collocation	O-1, C-1, C-2, C-3, RC, O-R, M-1, M-2, M-T, AP districts or a government owned site in any district	Site Plan approval by the Planning Commission in accordance with Article 17 .
Monopole	Located on a municipally owned site in any zoning district	Site Plan approval by the Planning Commission in accordance with Article 17 .
Monopole	Located on a site owned by county or state government entity, places of worship, or public school in any zoning district	Special Land Use approval by the City Council in accordance with Article 18 .
Monopole	O-1, C-1, C-2, C-3, RC, O-R, M-1, M-2, M-T, AP districts	Special Land Use approval by the City Council in accordance with Article 18 .
Lattice tower where it can be shown that a monopole is not feasible.	M-2, M-T districts	Special Land Use approval by the City Council in accordance with Article 18 .

(d) Application Requirements

(1) An application for a wireless communication facility, ~~including new towers and collocation~~ shall be required to include a site plan that meets the requirements of [Article 17](#). An application for a new wireless communication support structure (i.e. a new tower) shall include the following, in addition to other submittal requirements for site plan, as required in [Article 17](#):

- a. Signed certification by a professional engineer licensed by the State of Michigan with regard to the manner in which the proposed structure will fall in the event of damage, accident or injury (i.e. “fall zone”), and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.
- b. A description of performance guarantee to be posted at the time of receiving approval for the facility to ensure removal of the facility when it is abandoned or is no longer needed. The applicant shall demonstrate that funds will be available to the City for removal of any structure used for wireless communication in an amount which reasonably reflects the cost of removal of the facility and restoration of the property or structure upon which the facility is located or placed. Adequate funds shall also be provided to cover the City’s administrative costs in the event that the applicant or its successor does not remove the wireless communication facility in a timely manner and the City chooses to undertake removal of the facility. The City may choose to use outside contractors for such purposes.

The security shall, at the election of the City Council, be in the form of: (1) cash; (2) security bond; (3) letter of credit; or, (4) an agreement in a form approved by the City Attorney and

recordable at the office of the Register of Deeds, establishing a promise of the applicant and owner of the property, or their successors, to remove the facility in a timely manner as required under this Section of the Ordinance. It shall further be provided that the applicant, owner or successor, shall be responsible for payment of any costs or attorney fees incurred by the City in securing removal.

- c. A map that illustrates existing and known proposed wireless communication facilities within the City of Romulus and adjacent communities, which are relevant in terms of potential collocation or to demonstrate the need for the proposed facility. If the information in question is on file with the City, the applicant shall be required only to update as needed. Any such information which is trade secret and/or other confidential commercial information which, if released would result in commercial disadvantage to the applicant, may be submitted with a request for confidentiality in connection with the development of governmental policy MCL 15.243(l)(g). This Ordinance shall serve as the promise to maintain confidentiality to the extent permitted by law. The request for confidentiality must be prominently stated in order to bring it to the attention of the community.
- d. A permit for the construction and use of a new wireless communication support structure shall not be granted until the applicant demonstrates a feasible collocation is not available for the coverage area and capacity needs.
- e. For all new facilities, in recognition of the City's policy to promote collocation, a written agreement, transferable to all assessors and assigns, that the operator shall make space available on the facility for collocation.
- f. The name, address and phone number of the person to contact for engineering, maintenance and other notice purposes. This information shall be continuously updated during all times the facility is on the premises.
- g. A Notice of Proposed Construction or Alteration, Federal Aviation Authority (FAA) Form 7460-1.

(2) The City shall make a determination as to whether an application is complete. Applicant must be notified of incomplete application within 14 days of receipt of application, and notify the applicant if it is not within thirty (30) days.—The City shall process applications for collocation on existing personal wireless service facilities within forty-fiveninety (4590) days of receiving a complete application. The City shall process all other applications, including new towers, within one hundred fifty (150) days of receiving a complete application. Application must be approved in the above time periods or will be deemed approved.

- (e) **Design Standards Applicable to All Facilities.** In addition to the Criteria of Site Plan Review listed in [Article 17](#) and Special Land Use Review listed in [Article 18](#), all new wireless communication facilities

shall be constructed and maintained in accordance with the following standards:

- (1) Facilities shall be located and designed to be harmonious with the surrounding areas. The Planning Commission may require unique design of the structure to either diminish the visual impact or to create an architectural feature that will contribute to or enhance community character.
- (2) All new and modified wireless communication facilities shall be designed and constructed to accommodate collocation, with a written agreement in a format approved by the City Attorney.
- (3) Landscaping shall be provided to screen the structure base, accessory buildings and enclosure from adjacent uses and public rights-of-way. The City may approve a six (6) to eight (8) foot tall brick wall around the site for screening purposes in any location where landscaping may not survive.
- (4) Elevations of the accessory buildings shall be provided. All accessory buildings shall be constructed of brick, provided the City may waive this requirement for a building that is not visible from a public right-of-way or any adjacent non-industrial lot.
- (5) Fencing, six (6) to eight (8) feet in height, shall be provided for protection of the support structure and security from children and other persons who may otherwise access facilities. Fencing shall be black vinyl coated or decorative wrought iron.
- (6) Any nonconforming situations on the site, such as, but not limited to, outdoor storage, signs, inadequate landscaping, unpaved parking, lack of a sidewalk, improper lighting, or similar conditions shall be brought into conformance to the maximum extent possible prior to the erection of the wireless communication facility in accordance with [Section 20.09](#).
- (7) The applicant shall demonstrate that the requested height of the new or modified support structure and antenna shall be the minimum height necessary for reasonable communication by the applicant, including additional height to accommodate future collocation where appropriate. All wireless facilities shall be within the maximum height set by the FAA.
- (8) Minimum required setbacks for a new facility or support structure:
 - a. From the lot line of any residential lot - the height of the structure, provided the engineering information required in (d)(1) is provided. The person or body with authority to approve the facility may decrease this setback to that provided in c. below upon a finding that no residential use exists or is expected on the adjacent site.
 - b. From any existing or proposed rights-of-way or other publicly traveled roads or non-motorized improved pathways - the height of the structure.
 - c. From the lot line of any adjacent nonresidential lot - one half the height of the structure, provided the engineering information required in (d)(1) above demonstrates such setback is

adequate.

- (9) Accessory buildings shall be a maximum of fourteen (14) feet high and shall be set back in accordance with the requirements for principal buildings in that zoning district.
 - (10) There shall be unobstructed access to the support structure, for operation, maintenance, repair, and inspection purposes, which may be provided by an easement. This access drive shall be paved and have a minimum width of twenty six (26) feet.
 - (11) Where an attached wireless communication facility is proposed on the roof of a building, if the equipment enclosure is proposed as a roof appliance or penthouse on the building, it shall be designed, constructed, and maintained to be architecturally compatible with the principal building. The equipment enclosure may be located within the principal building or may be an accessory building. If proposed as an accessory building, it shall conform with all district requirements for principal buildings, including yard setbacks.
 - (12) The support system shall be constructed in accordance with all applicable building codes and shall include the submission of a soils report from a geotechnical engineer, licensed in the State of Michigan. This soils report shall include soil borings and statements confirming the suitability of soil conditions for the proposed use.
 - (13) The requirements of the Federal Aviation Administration, Federal Communication Commission, and Michigan Aeronautics Commission shall be met. Any aviation hazard lighting shall be detailed on the plans. An FAA Form 7460-1, Notice of Proposed Construction or Alteration shall be approved by the FAA.
 - (14) A maintenance plan, and any applicable maintenance agreement, shall be presented and approved as part of the site plan for the proposed facility. Such plan shall be designed to ensure the long term, continuous maintenance to a reasonably prudent standard.
- (f) **Removal.** As a condition of every approval of a wireless communication facility, adequate provision shall be made for removal of all or part of the facility by users and owners upon the occurrence of one or more of the following events:
- (1) When the facility has not been used for one hundred eighty (180) days or more. For purposes of this Section, the removal of antennas or other equipment from the facility, or the cessation of operations (transmission and/or reception of radio signals) shall be considered as the beginning of a period of non-use.
 - (2) Six (6) months after new technology is available at a reasonable cost, as determined by the City Council, which permits the operation of the communication system without the requirement of the support structure.
 - (3) The situations in which removal of a facility is required, as set forth in paragraph (1) above, may be applied and limited to portions of a facility.

- (4) Upon the occurrence of one or more of the events requiring removal, specified in paragraph (1) above, the property owner or persons who had used the facility shall immediately apply or secure the application for any required demolition or removal permits, and immediately proceed with and complete the demolition/removal, restoring the premises to an acceptable condition as reasonably determined by the Building and Safety Director.
- (5) If the required removal of a facility or a portion thereof has not been lawfully completed within sixty (60) days of the applicable deadline, and after at least thirty (30) days written notice, the City may remove or secure the removal of the facility or required portions thereof, with its actual cost and reasonable administrative charge to be drawn or collected and/or enforced from or under the security posted at the time application was made for establishing the facility.

(g) Collocation

- (1) **Statement of Policy.** It is the policy of the City of Romulus to minimize the overall number of newly established locations for wireless communication support structures within the City and to encourage the use of existing structures for attached wireless communication facilities. If a provider fails or refuses to permit collocation on a facility owned or controlled by it, where collocation is feasible, the result will be that a new and unnecessary additional structure will be required, in contradiction with City policy. Collocation shall be required unless an applicant demonstrates that collocation is not feasible.
- (2) **Feasibility of Collocation.** Collocation shall be deemed “feasible” for the purpose of this Section where all of the following are met:
 - a. The wireless communication provider or property owner where collocation is proposed will accept market rent or other market compensation for collocation and the wireless communication provider seeking the facility will pay such rates.
 - b. The site on which collocation is being considered, taking into consideration reasonable modification or replacement of a facility, is able to provide structural support.
 - c. The collocation being considered is technically reasonable, e.g. the collocation will not result in unreasonable interference, given appropriate physical and other adjustments in relation to the structure, antennas and the like.
 - d. All collocation will be approved administratively if:
 1. The increase in overall height of the wireless communications structure will not be more than 20 feet or 10% of its original height, whichever is greater.
 2. The Increase in width of the wireless communication support structure by more than minimum necessary to permit collocation.
 3. The increase in the area of the existing equipment compound is not greater than 2,500

square feet.

4. All building code requests must be complied with.

- (h) **Nonconforming Facilities and Penalties for Not Permitting Collocation.** If a party who owns or otherwise controls a wireless communication support structure shall fail or refuse to alter a structure to accommodate a proposed and otherwise feasible collocation, such facility shall thereupon and thereafter be deemed to be a nonconforming structure and use, and shall not be altered, expanded, or extended in any respect. In addition, if a party refuses to allow collocation in accordance with the intent of this Section, and this action results in construction of a new tower, the City may refuse to approve a new wireless communication support structure from that party for a period of up to five (5) years. Such a party may seek and obtain a variance from the Board of Zoning Appeals if and to the limited extent the applicant demonstrates entitlement to variance relief which, in this context, shall mean a demonstration that enforcement of the five (5)-year prohibition would unreasonably burden some providers of functionally equivalent wireless communication services, or that such enforcement would have the effect of prohibiting the provision of personal wireless communication services.
- (i) **Variances.** The Board of Zoning Appeals may consider a variance from the standards of this Section, based upon a finding that one or more of the following factors exist, as appropriate for the type of variance requested:
- (1) For location, the applicant has demonstrated that a location within a district or location in accordance with the standards of this Section cannot reasonably meet the coverage or capacity needs of the applicant.
 - (2) For no collocation the applicant has demonstrated that a feasible collocation is not available for the coverage area and capacity needs because existing structures cannot support the facility, that collocation would result in unreasonable interference, or that reasonable financial terms are not available for collocation.
 - (3) For setback, the applicant has provided engineering information that documents that the tower is self collapsing and that the setback area provided shall accommodate the structure should it fall or break and provide a reasonable buffer in the event the structure fails.
 - (4) For all, the applicant has proposed means to mitigate any negative impacts through provision for future collocation, if found to be appropriate by the City, and special design of the facility and site.
 - (5) For all, the wireless communication and accessory facilities shall be designed to be compatible with the existing character of the proposed site, neighborhood, and general area and may include such features as a steeple, bell tower, or similar form.

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2021.

LEROY BURCROFF, MAYOR

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Counsel protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced:

Adopted:

Published:

Effective:

B. TA-2021-001; **Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses**

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which addressed issues of some hotels/motels allowing park and fly uses at their facilities without going through normal licensing processes, and allowing long-term parking to take up required parking spaces on site.

MOTION by McAnally, support by Talon-Jemison, to recommend adoption to City Council TA-2021-001 **Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses**.

Roll Call Vote: Ayes – McAnally, Talon-Jemison, Roscoe, Crova, Gbogboade, Frederick, Glotfelty, Paul, and Freitag. Nays – none. **Motion carried 9-0.**

C. TA-2021-002; **Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services**

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which specifically applied to wireless facility co-locations, and time limits for approval as imposed by Federal and State law.

MOTION by Crova, support by Gbogboade, to recommend adoption to City Council TA 2021-002 **Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services**.

Roll Call Vote: Ayes – Crova, Gbogboade, Roscoe, Glotfelty, Paul, Talon-Jemison, McAnally, Frederick, Freitag. Nays – none. **Motion carried 9-0.**

D. TA-2021-003; **Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations**

(Action Required: Recommendation to City Council)

MOTION by Crova, support by Frederick, to recommend adoption to City Council TA 2021-003 **Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations**

Engineering Consultant Katers described the background and rationale for this ordinance change, which specifically addressed the difficulty of compliance with current lighting regulations for the larger-scale industrial developments recently reviewed by the City and Planning Commission. These recommendations were provided by Carmine Avantini from CIB Planning who originally drafted the ordinance in 2008 and OHM Advisors who have also reviewed the lighting on more recent site plans.

Roll Call Vote: Ayes – Crova, Frederick, Talon-Jemison, Roscoe, Gbogboade, McAnally, Paul, Glotfelty, and Freitag. Nays – none. **Motion carried 9-0.**



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **October 25, 2021**

Item No. E.

General Description: First Reading and Introduction to TA-2021-003 (Zoning Ordinance Amendment) -
Lighting

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 25, 2021

Re: First Reading and Introduction of TA-2021-003

At a public hearing held on October 18, 2021, the Planning Commission recommended for approval the attached Zoning Ordinance Amendment.

Therefore it is requested that Council concur with the recommendation of the Planning Commission and approve the first reading and introduction of TA-2021-003 which amends Article 13, Site Design, Section 13.05, Lighting Regulations of the Zoning Ordinance.



PLANNING DEPARTMENT MEMORANDUM

DATE: October 20, 2021
To: City Council
FROM: Carol Maise, City Planner
SUBJECT: TA-2021-003; Zoning Ordinance Text Amendment
Section 13.05, **Lighting** Regulations

Attached for your consideration is a draft of a Zoning Ordinance amendment to Article 13, Site Design, *Section 13.05, Lighting Regulations*.

It has come to staff's attention that compliance with our current lighting regulations is difficult for the larger-scale industrial development that we have been reviewing. Applicants are having challenges meeting the uniformity ratios between the average and minimum illumination levels in truck dock and loading areas of industrial development. In order to meet the current ordinance requirements, more light poles would be needed in these areas which would be in conflict with efficient truck circulation. The lighting ordinance has also been updated to require LED (rather than metal halide) fixtures and to include more detail on lighting submittal requirements. These recommendations were provided by Carmine Avantini from CIB Planning who originally drafted the ordinance in 2008 and OHM Advisors who have also reviewed the lighting on more recent site plans.

The Planning Commission held a public hearing on the amendments on October 18, 2021 and recommended approval to the City Council. Please find attached the following:

- Section 13.05, Lighting Regulations
- Planning Commission draft minutes 10/18/21

Jessica Katers from OHM will be presenting the proposed amendments. We look forward to discussing these with you at the study session on October 25, 2021.

RECOMMENDATION

If the City Council determines that action on the proposed amendment is warranted, the following motion should be considered:

*"To **approve the first reading of TA-2021-003; a proposed text amendment to Article 13, Site Design, Section 13.05, Lighting Regulations of the Zoning Ordinance.***

Should you have any questions, or desire additional information, please do not hesitate to contact the Planning Department at 734-955-4530.

ORDINANCE _____
CITY OF ROMULUS
APPENDIX A – ZONING
Amendment 1.252

AN ORDINANCE AMENDING ARTICLE 13, SITE DESIGN, SECTION 13.05, LIGHTING REGULATIONS OF THE ZONING ORDINANCE FOR THE CITY OF ROMULUS.

THE CITY OF ROMULUS ORDAINS:

SECTION 1. Article 13, Site Design, Section 13.05, Lighting Regulations is amended to read as follows:

Section 13.05 Lighting Regulations

- (a) **Purpose.** The purpose of this Section is to permit reasonable uses of outdoor lighting for night-time safety, utility, security, productivity, enjoyment, and commerce while minimizing the effects of excessive or uncontrolled light to:
- (1) Maintain consistent and uniform light levels for traffic and pedestrian safety along roadways, sidewalks, and in parking lots.
 - (2) Ensure uniform lighting for security and law enforcement.
 - (3) Minimize glare, obtrusive light, and artificial sky glow by limiting outdoor lighting that is misdirected, excessive, or unnecessary.
 - (4) Minimize light pollution and light trespass from light sources onto adjacent properties.
 - (5) Preserve the restful quality of nighttime by eliminating intrusive artificial light and lighting that unnecessarily contributes to “sky glow.”
 - (6) Curtail and reverse the degradation of the nighttime environment and the night sky.
 - (7) Preserve the dark night sky for astronomy.
 - (8) Conserve energy and resources to the greatest extent possible.
 - (9) Prevent upward directed intensive lighting that may distract air traffic or conflict with approach lighting for Detroit Metropolitan Wayne County International Airport.
- (b) **Light Levels.** All outdoor lighting for all nonresidential uses shall be fully shielded to reduce glare and shall be arranged to reflect light away from all adjacent residential districts or uses. Light levels on a site that is subject to site plan approval under this Ordinance shall meet the following ~~minimum~~

average and maximum requirements for the developed portion of the site containing buildings, drives, and parking lots. In addition, the uniformity ratio between the average maximum and minimum illumination within the developed portion of the site shall not exceed four ten to one (410:1).

Table 13.05 Required Site Illumination		
	<u>Minimum Average</u> Illumination (footcandles)(1)	Maximum Illumination (footcandles)
Parking lots, loading areas, <u>drive</u> <u>aisles</u> <u>sidewalks</u> and <u>building</u> <u>entrances</u>	<u>1-3</u> fc (2)	10 fc (3)
<u>Sidewalks</u> , <u>site</u> and <u>building</u> <u>entrances</u>	<u>3-6</u> fc	<u>10</u> fc
Under canopies such as gas stations, drive-thru banks porte- cochere	3 fc	20 <u>22</u> fc
Along front lot line adjacent to the street frontage	0.5 fc	3 fc (4)
Along a property line adjoining a nonresidential use or district	0.5 fc	3 fc (5)
Along a property line adjoining a residential use or district	0 fc	0.1 fc

(c) **Footnotes to Table 13.05**

- (1) Lighting levels may be reduced to half (0.5) footcandle with a uniformity ratio of not more than ten to one (10:1) after 12:00 PM, or after established hours of operation.
- (2) The minimum average illumination levels shall not apply to portions of the site that are fenced to restrict public access, such as storage yards.
- (3) For automobile dealerships and other types of outdoor sales areas the maximum illumination may be increased to fifteen (15) footcandles, provided the limits at the property line are not exceeded.

- (4) These regulations shall not apply to ornamental street lighting, public street lights, or driveway/intersection lighting necessary for pedestrian and traffic safety.
- (5) The light level along a nonresidential property line may be increased to up to five (5) footcandles where there is shared access/vehicular connections with the adjacent use or the adjacent use is a similar use (e.g. commercial adjacent to commercial).
- (d) **Light Fixtures.** Outdoor lighting on all nonresidential sites shall be directed downward and confined to the ground areas of lawns or parking lots except as noted elsewhere in this Section. Lighting shall utilize full cutoff fixtures that are recessed sufficiently such that the light source is not visible from off site. Bollard lights are permitted to light driveways and pedestrian areas. All lamps shall be ~~metal halide~~ LED lamped luminaries, unless otherwise approved by the City.
- (e) **Fixture Height.** Light fixtures shall not be higher than fourteen (14) feet within three hundred (300) feet of a residential district. Otherwise, fixtures shall be no higher than twenty five (25) feet. Height shall be measured from the parking lot grade.
- (f) **Ornamental-/Decorative Lighting.** The requirement for downward directed lighting may be waived for ornamental and decorative lighting which is part of an overall architectural theme and street lighting.
- (g) **Floodlighting Prohibited.** Floodlight type fixtures shall be used only for building accent, landscaping, and sign lighting. Upward directed flood lighting that may distract air traffic or conflict with approach lighting for Detroit Metropolitan Wayne County International Airport shall be prohibited in accordance with FAA standards.
- (h) **Sign Lighting.** Illumination of signs shall comply with the requirements of the City of Romulus Sign Ordinance. Internally illuminated signs shall be permitted and light fixtures directed at a sign may be permitted where the fixtures are shielded so not to cause visible glare to persons on adjacent streets or adjacent property.
- (i) **Photometric Plan.** The evaluation of the photometric plan is intended to permit the City to determine potential adverse effects the site lighting may have on adjoining properties and motorists. Any site plan application for new or revised lighting shall include a photometric plan overlaid on the site plan illustrating the planned layout and footcandles of site lighting. The following are required for review:
- (1) Location of all site lights including pole lights, pedestrian lights, building mounted lights, canopy lights, sign lights, and landscape lights.
- (2) The designation type for each luminaire.
- (3) A Luminaire Schedule indicating type ("A", "B", "C", etc.), manufacturer, model number, lamp type, lumen output, wattage, number of heads and the I.E.S. luminaire photometric file number used for the calculations.

(4) Mounting height for each luminaire.

(5) A photometric grid indicating foot-candle levels over the entire site, including at all property lines, measured at grade level. Grid spacing shall not exceed 20 feet by 20 feet. ISO foot-candle lines may be included.

(6) A Photometric Summary and Statistics Table indicating the maximum, minimum and average foot-candle levels, maximum-to-minimum and average-to-minimum ratios.

~~(1) Lighting plan showing light pole and fixture locations and type designations.~~

~~(2) Photometric plan showing horizontal luminance levels in a point by point format with contour lines. Canopy lighting will also be included in luminance levels.~~

(7) Lighting manufacturers' equipment specifications and data (cut) sheets must be copied on the photometric plan, and

(8) Any other presentations required to convey the intent of the design.

SECTION 2. Severability.

Should any word, sentence, phrase or any portion of this ordinance be held in any manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such words, sentence, phrase, or any portion of the ordinance held to be so invalid and shall not be construed as effecting the validity of any of the remaining words, sentences, phrases or portions of this ordinance.

SECTION 3. Conflicting Ordinances.

All prior existing ordinances adopted by the City of Romulus inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency hereby expressly repealed.

SECTION 4. Effective Date.

This ordinance shall take effect upon publication thereof in an official newspaper, which publication shall be made when the minutes passing the ordinance are published subject to revocation at will of the City of Romulus at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2021.

LEROY BURCROFF, MAYOR

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City of the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

I further certify that the foregoing was published in Associated/Journal Newspaper, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, CMC, City Clerk

Within forty-five- (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Counsel protesting such ordinance continuing effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.

Introduced:
Adopted:
Published:
Effective:

B. TA-2021-001; **Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses**

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which addressed issues of some hotels/motels allowing park and fly uses at their facilities without going through normal licensing processes, and allowing long-term parking to take up required parking spaces on site.

MOTION by McAnally, support by Talon-Jemison, to recommend adoption to City Council TA-2021-001 **Zoning Ordinance Text Amendment for Section 14.05 Long-Term Parking Facilities and Section 22.03(e) Temporary Buildings and Uses**.

Roll Call Vote: Ayes – McAnally, Talon-Jemison, Roscoe, Crova, Gbogboade, Frederick, Glotfelty, Paul, and Freitag. Nays – none. **Motion carried 9-0.**

C. TA-2021-002; **Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services**

(Action Required: Recommendation to City Council)

City Attorney Hitchcock described the background and rationale for this ordinance change, which specifically applied to wireless facility co-locations, and time limits for approval as imposed by Federal and State law.

MOTION by Crova, support by Gbogboade, to recommend adoption to City Council TA 2021-002 **Zoning Ordinance Text Amendment for Section 12.15, Wireless Communication Facilities and Services**.

Roll Call Vote: Ayes – Crova, Gbogboade, Roscoe, Glotfelty, Paul, Talon-Jemison, McAnally, Frederick, Freitag. Nays – none. **Motion carried 9-0.**

D. TA-2021-003; **Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations**

(Action Required: Recommendation to City Council)

MOTION by Crova, support by Frederick, to recommend adoption to City Council TA 2021-003 **Zoning Ordinance Text Amendment for Section 13.05, Lighting Regulations**

Engineering Consultant Katers described the background and rationale for this ordinance change, which specifically addressed the difficulty of compliance with current lighting regulations for the larger-scale industrial developments recently reviewed by the City and Planning Commission. These recommendations were provided by Carmine Avantini from CIB Planning who originally drafted the ordinance in 2008 and OHM Advisors who have also reviewed the lighting on more recent site plans.

Roll Call Vote: Ayes – Crova, Frederick, Talon-Jemison, Roscoe, Gbogboade, McAnally, Paul, Glotfelty, and Freitag. Nays – none. **Motion carried 9-0.**



City of Romulus

Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **October 25, 2021**

Item No. F.

General Description: First Reading and Introduction to an amendment to Chapter 58, Traffic & Motor Vehicles, Section 58-66 & 58-67 (Code of Ordinances)

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



MEMORANDUM

To: Honorable City Council

From: Ellen L. Craig-Bragg, Clerk

Date: October 25, 2021

Re: First Reading and Introduction – Code of Ordinances

For first reading and Introduction to amendments to Chapter 58 – Traffic & Motor Vehicles – Section 58-66 (Defined) and Section 58-67 (Entrance; exits; paving) of the City of Romulus Code of Ordinances.

The proposed language is attached.

CITY OF ROMULUS
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 58 TRAFFIC AND MOTOR VEHICLES,
SECTION 58-66 AND SECTION 58-67.**

THE CITY OF ROMULUS ORDAINS:

Section 1. Chapter 58 Sections 58-66 and 58-67 are hereby amended to read as follows:

Sec. 58-66. Defined.

The term "parking facility," for the purpose of this division, means any plot, piece or parcel of land used for the purpose of storage or parking of motor vehicles where the storing of such vehicles is open to the general public. Such facilities shall be classified as follows:

- (1) *Class I.* Motor vehicle parking facilities wherein space is let or leased for a fee or other consideration for the storing or parking of a motor vehicle: must pay the required airport parking tax under MCL 207.371 et. seq. Motels or hotels and other establishments offering park and fly where vehicles will be stored on their property are required to charge apply the fair value of parking storage for the parking period used and pay to the tax to the State Department of Treasury the parking tax. Such parking is prohibited unless such hotel or motel or other establishments has also received separate licensure as provided under section 58-100 and is in compliance has complied with all zoning and building ordinances and regulations.
- (2) *Class II.* Motor vehicle parking facilities that are maintained and operated by any person in the city in connection with and for the benefit of patrons or customers of any establishment, store, theater, amusement, dance hall, apartment, motels or hotels hotel or other business or enterprise shall not be considered a parking lot facility facilities under the licensing provisions of this division. The parking facilities of hotels and motels shall not be considered as a parking lot under the licensing provisions of this division only as to those vehicles of guests or facility patrons who are registered and actually present on the premises, or for each 24-hour period while such a patron vehicle is present or guest is registered as residing on the premises. Any other such parking is prohibited unless such hotel or motel has received separate licensure as provided under section 58-100 and has complied with all zoning and building ordinances and regulations.

(1971 Comp., Ch. V, Art. 7, § 1; Code 1999, § 35-621; Ord. of 6-24-1991, § 2)

Sec. 58-67. Entrance; exits; paving.

Prior to the issuance of any license, the department of public works and services shall cause an inspection to be made of the proposed parking facility and shall certify that the entrances and

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exits thereto from the public way have the proper curb cuts, and the space between the sidewalk and curb, where it is adjacent to the concrete roadway, shall be paved with ~~ement~~ concrete. Further, that in the case of Class I parking lots, the parking surface and aisles shall be covered with a pavement of asphaltic or ~~ement~~ concrete, in compliance with the provisions of the building and plumbing codes, and shall be graded and drained to ~~catchbasins~~ catch basins connected to the city sewer. Driving cars across curbs or sidewalks at any location other than a proper driveway entrance or exit is prohibited at any time.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Romulus this _____ day of _____, 2021.

LEROY BURCROFF, Mayor

ELLEN L. CRAIG- BRAGG, City Clerk

I hereby certify that the foregoing is a true copy of the Ordinance as passed by the City Council of the City of Romulus at a regular Council Meeting held in the City Council Room in said City on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

I further certify that the foregoing was published in _____, a newspaper of general circulation in the City of Romulus, on the _____ day of _____, 2021.

ELLEN L. CRAIG-BRAGG, City Clerk

Within forty-five (45) days after publication of any ordinance duly passed by the Council, a petition may be presented to the Council protesting against such ordinance continuing in effect. Said petition shall contain the text of such ordinance and shall be signed by not less than six percent (6%) of the registered electors registered at the last preceding election at which a Mayor of the City was elected. Said ordinance shall thereupon and thereby be suspended from operation and the Council shall immediately reconsider such ordinance.



City of Romulus

Treasurer's Report

Council Meeting Held:

October 25, 2021

Item No. 7.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Public Comment

Council Meeting Held:

October 25, 2021

Item No. 8.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Unfinished Business

Council Meeting Held:

October 25, 2021

Item No. 9.

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

New Business

Council Meeting Held:
Item No. 10.

October 25, 2021

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED



City of Romulus

Warrant

Council Meeting Held: **October 25, 2021**

Item No. A.

General Description: Approval of Warrant #: 21-20 Checks presented in the amount of \$4,857,137.36

Resolution No. _____

<i>Moved by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Seconded by:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

<i>Ayes:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Nays:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams
<i>Abstain:</i>	Abdo	Barden	Roscoe	Talley	Wadsworth	Webb	Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

CITY OF ROMULUS WARRANT REGISTER SUMMARY

Council Meeting Date: October 25, 2021

Warrant Number: 21-20

TOTAL WARRANT REGISTER

4,857,137.36

P.O.#	CHECK #	PAYEE	AMOUNT

TOTAL DELETIONS

TOTAL ADJUSTED WARRANT (IF ANY DELETIONS)

REWARRANTED ITEMS: (not included in above totals)

P.O.#	CHECK #	PAYEE	AMOUNT

COUNCIL AUTHORIZATION

DATE

The obligations of transfer of funds described on the attached warrant register including the required interfund advances have been authorized by the Council. We hereby authorize the Treasurer of the City of Romulus to disburse funds as listed in payment thereof with the exception of deleted items listed above.

MAYOR

CLERK

10/20/2021**CHECK DISBURSEMENT REPORT FOR CITY OF ROMULUS****CHECK DATE FROM 10/08/2021 - 10/20/2021**

Fund		Amount
Total for fund 101	General Fund	90,485.76
Total for fund 202	Major Street Fund	261,151.81
Total for fund 203	Local Street Fund	65,996.06
Total for fund 205	Public Safety Fund	99,031.50
Total for fund 211	Cable TV	248.23
Total for fund 218	Merriman Rd. Spec. Assess	8,456.48
Total for fund 220	Oakwood SAD	145.54
Total for fund 226	Garbage & Rubbish Collection Fund	2,171.95
Total for fund 268	Narc Forfeiture - State	36.07
Total for fund 271	Library Fund	16,457.78
Total for fund 295	DDA	3,343.74
Total for fund 297	T.I.F.A. District #2	1,149,989.75
Total for fund 302	C.I.P. Bonds-Court Building	707,987.50
Total for fund 306	Ecorse & Vining - Capital Improve Bonds	1,010,012.50
Total for fund 592	Water & Sewer Fund	883,881.31
Total for fund 661	Motor Vehicle	13,084.88
Total for fund 664	Technology Services	264.81
Total for fund 676	Retiree's Ins. Benefits	58,311.60
Total for fund 701	Revolving Fund	52,167.79
Total for fund 702	General Tax Fund	12,375.00
Total for fund 703	Current Tax	215,737.04
Total for fund 750	Payroll Fund	205,800.26
TOTAL - ALL FUNDS		4,857,137.36

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 10/08/2021 - 10/20/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank POOL POOLED CASH						
10/20/2021	POOL	76522	0092	34TH DISTRICT COURT	4TH QTR FY21 G2G FEES FROM OAKLAND COUNT	1,162.73
10/20/2021	POOL	76523	3257	ACROSS THE STREET PRODUCTIONS	SOLE SOURCE FOR BLUE CARD ONLINE TRAININ	693.00
					SOLE SOURCE PROVIDER- BLUE CARD RENEWAL	1,100.00
						1,793.00
10/20/2021	POOL	76524	2942	AIRGAS, INC.	21/22 BLANKET PO- AIRGAS INC -FOR OXYGE	179.20
10/20/2021	POOL	76525	2545	ALLIANCE OF ROUGE COMMUNITIES	ARC MEMBERSHIP DUES FOR 2021	2,704.00
10/20/2021	POOL	76526	4027	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	17.22
					BELT CLIPS AND SCREEN PROTECTORS FOR NEW	121.60
					2021 OFFICE SUPPLIES/HALLOWEEN EVENT 10/	23.45
					HEAVY DUTY STAPLER	26.99
					BEDDING FOR FF AND OFFICE HEATER	217.91
					OFFICE SUPPLIES FOR PLANNING DEPT.	52.49
					DADDY DAUGHTER DANCE/FALL FESTIVAL SUPPL	150.06
					OFFICE & ELECTION SUPPLIES	145.66
					HEATER FOR MAYOR'S OFFICE	33.95
					DADDY DAUGHTER DANCE/FALL FESTIVAL SUPPL	17.99
					MOUSE PADS FOR PLANNING DEPT.	14.98
					EVIDENCE REPLACEMENT SCREEN & NEW PETTY	63.82
						886.12
10/20/2021	POOL	76527	2903	APPLIED IMAGING	CONTRACT # CN2987-MPS-01, ACCT. NO. ROMU	580.27
					INVERTED PO FY21/22 COPY CHARGES SENIOR	113.07
						693.34
10/20/2021	POOL	76528	0529	ASSOCIATED NEWSPAPERS OF MICHIGAN	ITB 20/21-10 21/22 INVERTED P.O 07-01-2	65.68
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	45.45
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	161.54
					ITB 20/21-10 21/22 INVERTED P.O 07-01-2	116.79
						389.46
10/20/2021	POOL	76529	1081	ATCHINSON FORD SALES, INC.	REMAND TRANSMISSION & STEERING GEAR- POL	5,322.03
					21/22 BLANKET PO MISC VEHICLE REPAIRS -	83.44
						5,405.47
10/20/2021	POOL	76530	3649	AUTO VALUE OF ROMULUS	21/22 BLANKET PO FOR MISC MECHANIC PURCH	64.33
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	20.48
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	208.00
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	300.99
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	143.29
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	29.70
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	11.89
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	23.79
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	362.76
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	11.89
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	37.22
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	136.74
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	55.60
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	217.34
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	56.49
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	57.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	33.37
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	8.98
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	226.56
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	75.79
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	16.47
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	21.19
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	6.78

10/25/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 10/08/2021 - 10/20/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	30.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	167.38
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	3.39
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	151.58
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	93.59
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	22.18
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	149.73
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	19.98
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	28.50
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	26.72
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	47.47
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	172.78
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(208.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(37.22)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(75.79)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(18.00)
					21/22 BLANKET PO FOR MISC MECHANIC PURCH	(28.50)
						<u>2,655.42</u>
10/20/2021	POOL	76531	3649	VOID		V
10/20/2021	POOL	76532	1683	BAKER & TAYLOR	CUSTOMER NO. 75041742	20.92
10/20/2021	POOL	76533	0417	BLUE RIBBON CONTRACTING INC.	ITB 20/21-15 - OZGA SANITARY SEWER INVES	154,299.05
					21/22 BLANKET PO FOR TOPSOIL & SAND - DP	15.00
					21/22 BLANKET PO FOR TOPSOIL & SAND - DP	45.00
					21/22 BLANKET PO FOR TOPSOIL & SAND - DP	<u>30.00</u>
						154,389.05
10/20/2021	POOL	76534	3684	BW PRINTWORKS	SHIFT CALENDARS FOR 2022	304.87
10/20/2021	POOL	76535	0986	CANDACE KOSSEL	STERILIZATION REFUND	25.00
10/20/2021	POOL	76536	3092	CENTER POINT LARGE PRINT	CHRISTIAN SERIES, PLATINUM FICTION/ROMAN	189.36
10/20/2021	POOL	76537	3679	CHERYL MCGUIRE	21/22 FY - CHERYL MCGUIRE - RECORDING SE	125.00
10/20/2021	POOL	76538	3255	CITY OF FARMINGTON HILLS	5TH ANNUAL NORTH AMERICAN ACTIVE ASSAILA	350.00
10/20/2021	POOL	76539	0986	CITY OF ROMULUS	ANIMAL BOND REFUND DONATION TO ANIMAL SH	25.00
10/20/2021	POOL	76540	1172	CITY OF ROMULUS	2021 SUMMER PROPERTY TAXES 37133 GODDARD	2,803.88
10/20/2021	POOL	76541	1980	COMCAST	BUSINESS CABLE 10/18 - 11/17/21 ACCOUNT	128.46 V
10/20/2021	POOL	76542	3857	COMMERCIAL GROUNDS SERVICES	RFP 19/20-14 MERRIMAN RD LANDSCAPING FY	8,255.00 V
10/20/2021	POOL	76543	3386	CONSTELLATION NEW ENERGY	CITY GAS BILLS ACCT. BG205125	1,011.13 V
10/20/2021	POOL	76544	0572	CONTRACTORS CONNECTION	CONCRETE CATCH BASIN WORK	367.00 V
10/20/2021	POOL	76545	MISC	COURTNEY CABELL	ST. JOHN'S LODGE BB DIAMOND DEPOSIT REFU	25.00 V
10/20/2021	POOL	76546	3986	DAVENPORT MASONRY	ITB 20/21-05 FIRE STATION #4 BUILDING ST	75,400.00 V
10/20/2021	POOL	76547	4044	DETROIT METRO AIRPORT CENTER LLC	LEASE AGREEMENT W/CITY OF ROMULUS & DMAC	1,236.98 V
10/20/2021	POOL	76548	1763	DETROIT SALT COMPANY	ITB-FH-17/18-2062, MITN COOPERATIVE BID	8,307.11 V
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	14,965.66 V
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	18,832.10 V
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	14,157.71 V
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	20,231.69 V
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	<u>5,571.67</u> V
						82,065.94
10/20/2021	POOL	76549	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	OCTOBER 2021 EXCESS FLOW	109,868.00 V
10/20/2021	POOL	76550	0012	DTE ENERGY	7506 MERRIMAN - LANDSCAPING SEPT 2 - OC	201.48 V
10/20/2021	POOL	76551	0772	DTE ENERGY	MUNICIPAL COMPLEX SEPTEMBER 2021	10,964.48 V
10/20/2021	POOL	76552	3766	DUKE'S ROOT CONTROL, INC.	JET POWER FOR CLEANING SEWERS	2,100.00 V
10/20/2021	POOL	76553	MISC	EXXCEL PROJECT MANAGEMENT, LLC	ESCROW REFUND-COMPLETION OF PROJECT PROT	31,408.34 V
10/20/2021	POOL	76554	3475	FERGUSON WATERWORKS #3386	METER STOPPED TO OLD TO REPAIR (REPLACME	675.59 V
					METER STOPPED TO OLD TO REPAIR (REPLACME	1,347.78 V
					LOW STOCK HYD PARTS	<u>862.64</u> V
						2,886.01
10/20/2021	POOL	76555	3053	FIRST CHOICE COFFEE SERVICES	21/22 BLANKET PO FOR WATER PURIFIER AT P	62.95 V
10/20/2021	POOL	76556	3829	FOSTER BLUE WATER OIL, LLC	21/22 INVERTED PO - ITB 19/20-21 2 YEAR	2,266.79 V
10/20/2021	POOL	76557	3577	FRIED SAPERSTEIN SAKWA, PC	AUGUST 2021 CITY PROSECUTION SERVICES	5,062.50 V

10/25/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 10/08/2021 - 10/20/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	
					SEPTEMBER 2021 CITY PROSECUTION SERVICES	<u>4,995.00</u>	V
						10,057.50	
10/20/2021	POOL	76558	3751	G'S TREES INC.	ITB 18/19-25 REMOVE 52 INCH COTTON WOOD	4,800.00	V
10/20/2021	POOL	76559	2703	GALE/CENGAGE LEARNING	ACCT# 194418	38.92	V
					ACCT# 194418	<u>31.19</u>	V
						70.11	
10/20/2021	POOL	76560	2380	GEORGE SIMKO JR	JUL - SEPT 2021 PRESCRIPTION REIMBURSMEN	25.00	V
10/20/2021	POOL	76561	0128	GIARMARCO, MULLINS, & HORTON, PC	ACCOUNT 70085-021B	985.50	V
					ACCOUNT 70085-010B, BUILDING DEPARTMENT	40.50	V
					ACCOUNT 70085-012B, TREASURER'S OFFICE	243.00	V
					ACCT. 70085-004B, GENERAL	11,831.70	V
					ACCT. 70085-005B, HUMAN RESOURCES DEPT.	931.50	V
					ACCT. 70085-007B	94.50	V
					CLERKS OFFICE, ACCT 70085-011B	418.50	V
					DPW DEPARTMENT, ACCT. 70085-008B	324.00	V
					PLANNING DEPT ACCT. 70085-015B	<u>236.25</u>	V
						15,105.45	
10/20/2021	POOL	76562	0631	GORDON FOOD SERVICE, INC.	CUSTOMER # 712400021	96.11	V
10/20/2021	POOL	76563	3575	GREAT LAKES POWER & LIGHTING	ELECTRICAL WORK FOR MOTOROLA RADIO SYSTE	3,178.95	V
10/20/2021	POOL	76564	0624	GUARDIAN ALARM COMPANY	HISTORICAL MUSEUM MONITORING & SERVICES	576.84	V
10/20/2021	POOL	76565	2700	H.O.R. EMBROIDERY	SHIRTS FOR C. STOREY AND M. AVERY	328.00	V
10/20/2021	POOL	76566	1150	HERITAGE CRYSTAL CLEAN LLC	20 GALLON DRUM USED PARTS CLEANER - MECH	262.65	V
10/20/2021	POOL	76567	0891	HOME DEPOT	21/22 BLANKET PO FOR MISC SUPPLIES - DPW	89.97	V
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	56.52	V
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	43.92	V
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	<u>45.94</u>	V
						236.35	
10/20/2021	POOL	76568	1362	HONEYWELL BUILDING SOLUTIONS	21/22 INVERTED PO - MONTHLY CONTRACT PA	8,053.22	V
					21/22 INVERTED PO - MONTHLY CONTRACT PA	<u>24,159.68</u>	V
						32,212.90	
10/20/2021	POOL	76569	1420	HYDROCORP, INC.	21/22 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00	V
					21/22 INVERTED PO - ITB 17/18-25 5 YR C	<u>1,900.00</u>	V
						8,722.00	
10/20/2021	POOL	76570	3209	INFINITY CONSTRUCTION SERVICES LLC	BD Bond Refund	615.00	V
10/20/2021	POOL	76571	2928	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER, COPY CASE 8 1/2"X11" 20 LB	59.98	V
10/20/2021	POOL	76572	3209	ISC SERVICES OF MICHIGAN	BD Bond Refund	13,058.00	V
10/20/2021	POOL	76573	2567	J & B MEDICAL SUPPLY CO. INC	21/22 BLANKET PO - J&B MEDICAL - FIRE D	54.40	V
10/20/2021	POOL	76574	0075	J & M TOWING	21/22 BLANKET PO TOWING FOR DISABLED CIT	195.00	V
10/20/2021	POOL	76575	3209	JEHAD DAKROUB	BD Bond Refund	550.00	V
10/20/2021	POOL	76576	1815	JOHN D. OSBORNE TRUCKING CO. INC.	JOHN D. OSBORNE TRUCKING INC.	3,169.32	V
					JOHN D. OSBORNE TRUCKING INC.	2,809.53	V
					JOHN D. OSBORNE TRUCKING INC.	<u>3,939.74</u>	V
						9,918.59	
10/20/2021	POOL	76577	3725	JOHNSTON ENTERPRISES LLC	5,000 - #10 ENVELOPES WITH RETURN ADDRES	348.00	V
					SHUT OFF LABELS	<u>518.00</u>	V
						866.00	
10/20/2021	POOL	76578	3902	JV CONTRACTING	CITY WIDE PAVEMENT MARKING CITY STREETS	38,539.12	V

10/25/2021

CHECK REGISTER FOR CITY OF ROMULUS
CHECK DATE FROM 10/08/2021 - 10/20/2021

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount	
					ITB 19/20-27 PAVEMENT MARKING - WHITE BO	<u>3,500.00</u>	V
						42,039.12	
10/20/2021	POOL	76579	3721	KELLER THOMA PC	PROF SVCS THROUGH 9/29/21- GENERAL MATTE	2,092.50	V
10/20/2021	POOL	76580	0078	KENNEDY INDUSTRIES, INC.	INSTALLATION, FIELD SERVICE, SANITARY PU	795.00	V
10/20/2021	POOL	76581	MISC	KRISTI HOOPER	9/27/21 TRAINING REIMBURSEMENT	117.15	V
10/20/2021	POOL	76582	3614	LASERCOM , LLC	21/22 INVERTED PO ITB 17/18-37 WATER BI	2,492.07	V
10/20/2021	POOL	76583	3209	LEE, DONALD MYRON	BD Bond Refund	750.00	V
10/20/2021	POOL	76584	0120	LIBRARY DESIGN ASSOCIATES, INC.	AMPLIFY TASK CHAIR & LABOR FOR INSTALLAT	340.00	V
10/20/2021	POOL	76585	2266	LINDA CHOATE	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	76.83	V
10/20/2021	POOL	76586	2267	LINDA WEGIENKA	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	30.00	V
10/20/2021	POOL	76587	2268	LOIS DOUGLAS	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	66.47	V
10/20/2021	POOL	76588	1680	LUSTER CLEANERS, INC	21/22 BLANKET PO PRISONERS BLANKET CLEA	40.00	V
					SERVICES 10/4/21 - 10/10/21	<u>80.00</u>	V
						120.00	
10/20/2021	POOL	76589	MISC	MARY MCCORMACK	DEPOSIT REFUND FOR ELMER JOHNSON PAVILIO	25.00	V
10/20/2021	POOL	76590	1980	COMCAST	BUSINESS CABLE 10/18 - 11/17/21 ACCOUNT	128.46	
10/20/2021	POOL	76591	3857	COMMERCIAL GROUNDS SERVICES	RFP 19/20-14 MERRIMAN RD LANDSCAPING FY	8,255.00	
10/20/2021	POOL	76592	3386	CONSTELLATION NEW ENERGY	CITY GAS BILLS ACCT. BG205125	1,011.13	
10/20/2021	POOL	76593	0572	CONTRACTORS CONNECTION	CONCRETE CATCH BASIN WORK	367.00	
10/20/2021	POOL	76594	MISC	COURTNEY CABELL	ST. JOHN'S LODGE BB DIAMOND DEPOSIT REFU	25.00	
10/20/2021	POOL	76595	3986	DAVENPORT MASONRY	ITB 20/21-05 FIRE STATION #4 BUILDING ST	75,400.00	
10/20/2021	POOL	76596	4044	DETROIT METRO AIRPORT CENTER LLC	LEASE AGREEMENT W/CITY OF ROMULUS & DMAC	1,236.98	
10/20/2021	POOL	76597	1763	DETROIT SALT COMPANY	ITB-FH-17/18-2062, MITN COOPERATIVE BID	8,307.11	
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	14,965.66	
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	18,832.10	
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	14,157.71	
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	20,231.69	
					ITB-FH-17/18-2062, MITN COOPERATIVE BID	<u>5,571.67</u>	
						82,065.94	
10/20/2021	POOL	76598	2594	DOWNRIVER UTILITY WASTEWATER AUTHOR	OCTOBER 2021 EXCESS FLOW	109,868.00	
10/20/2021	POOL	76599	0012	DTE ENERGY	7506 MERRIMAN - LANDSCAPING SEPT 2 - OC	201.48	
10/20/2021	POOL	766(E)	0017	BLUE CARE NETWORK	NOVEMBER 2021 HEALTH INS INV. 2128100122	927.50	
10/20/2021	POOL	76600	0772	DTE ENERGY	MUNICIPAL COMPLEX SEPTEMBER 2021	10,964.48	
10/20/2021	POOL	76601	3766	DUKE'S ROOT CONTROL, INC.	JET POWER FOR CLEANING SEWERS	2,100.00	
10/20/2021	POOL	76602	MISC	EXXCEL PROJECT MANAGEMENT, LLC	ESCROW REFUND-COMPLETION OF PROJECT PROT	31,408.34	
10/20/2021	POOL	76603	3475	FERGUSON WATERWORKS #3386	METER STOPPED TO OLD TO REPAIR (REPLACME	675.59	
					METER STOPPED TO OLD TO REPAIR (REPLACME	1,347.78	
					LOW STOCK HYD PARTS	<u>862.64</u>	
						2,886.01	
10/20/2021	POOL	76604	3053	FIRST CHOICE COFFEE SERVICES	21/22 BLANKET PO FOR WATER PURIFIER AT P	62.95	
10/20/2021	POOL	76605	3829	FOSTER BLUE WATER OIL, LLC	21/22 INVERTED PO - ITB 19/20-21 2 YEAR	2,266.79	
10/20/2021	POOL	76606	3577	FRIED SAPERSTEIN SAKWA, PC	AUGUST 2021 CITY PROSECUTION SERVICES	5,062.50	
					SEPTEMBER 2021 CITY PROSECUTION SERVICES	<u>4,995.00</u>	
						10,057.50	
10/20/2021	POOL	76607	3751	G'S TREES INC.	ITB 18/19-25 REMOVE 52 INCH COTTON WOOD	4,800.00	
10/20/2021	POOL	76608	2703	GALE/CENGAGE LEARNING	ACCT# 194418	38.92	
					ACCT# 194418	<u>31.19</u>	
						70.11	
10/20/2021	POOL	76609	2380	GEORGE SIMKO JR	JUL - SEPT 2021 PRESCRIPTION REIMBURSMEN	25.00	
10/20/2021	POOL	76610	0128	GIARMARCO, MULLINS, & HORTON, PC	ACCOUNT 70085-021B	985.50	
					ACCOUNT 70085-010B, BUILDING DEPARTMENT	40.50	
					ACCOUNT 70085-012B, TREASURER'S OFFICE	243.00	
					ACCT. 70085-004B, GENERAL	<u>11,831.70</u>	

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					ACCT. 70085-005B, HUMAN RESOURCES DEPT.	931.50
					ACCT. 70085-007B	94.50
					CLERKS OFFICE, ACCT 70085-011B	418.50
					DPW DEPARTMENT, ACCT. 70085-008B	324.00
					PLANNING DEPT ACCT. 70085-015B	<u>236.25</u>
						15,105.45
10/20/2021	POOL	76611	0631	GORDON FOOD SERVICE, INC.	CUSTOMER # 712400021	96.11
10/20/2021	POOL	76612	3575	GREAT LAKES POWER & LIGHTING	ELECTRICAL WORK FOR MOTOROLA RADIO SYSTE	3,178.95
10/20/2021	POOL	76613	0624	GUARDIAN ALARM COMPANY	HISTORICAL MUSEUM MONITORING & SERVICES	576.84
10/20/2021	POOL	76614	2700	H.O.R. EMBROIDERY	SHIRTS FOR C. STOREY AND M. AVERY	328.00
10/20/2021	POOL	76615	1150	HERITAGE CRYSTAL CLEAN LLC	20 GALLON DRUM USED PARTS CLEANER - MECH	262.65
10/20/2021	POOL	76616	0891	HOME DEPOT	21/22 BLANKET PO FOR MISC SUPPLIES - DPW	89.97
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	56.52
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	43.92
					21/22 BLANKET PO FOR MISC SUPPLIES - DPW	<u>45.94</u>
						236.35
10/20/2021	POOL	76617	1362	HONEYWELL BUILDING SOLUTIONS	21/22 INVERTED PO - MONTHLY CONTRACT PA	8,053.22
					21/22 INVERTED PO - MONTHLY CONTRACT PA	<u>24,159.68</u>
						32,212.90
10/20/2021	POOL	76618	1420	HYDROCORP, INC.	21/22 INVERTED PO - ITB 17/18-25 5 YR C	6,822.00
					21/22 INVERTED PO - ITB 17/18-25 5 YR C	<u>1,900.00</u>
						8,722.00
10/20/2021	POOL	76619	3209	INFINITY CONSTRUCTION SERVICES LLC	BD Bond Refund	615.00
10/20/2021	POOL	76620	2928	INTEGRITY BUSINESS SOLUTIONS LLC	PAPER, COPY CASE 8 1/2"X11" 20 LB	59.98
10/20/2021	POOL	76621	3209	ISC SERVICES OF MICHIGAN	BD Bond Refund	13,058.00
10/20/2021	POOL	76622	2567	J & B MEDICAL SUPPLY CO. INC	21/22 BLANKET PO - J&B MEDICAL - FIRE D	54.40
10/20/2021	POOL	76623	0075	J & M TOWING	21/22 BLANKET PO TOWING FOR DISABLED CIT	195.00
10/20/2021	POOL	76624	3209	JEHAD DAKROUB	BD Bond Refund	550.00
10/20/2021	POOL	76625	1815	JOHN D. OSBORNE TRUCKING CO. INC.	JOHN D. OSBORNE TRUCKING INC.	3,169.32
					JOHN D. OSBORNE TRUCKING INC.	2,809.53
					JOHN D. OSBORNE TRUCKING INC.	<u>3,939.74</u>
						9,918.59
10/20/2021	POOL	76626	3725	JOHNSTON ENTERPRISES LLC	5,000 - #10 ENVELOPES WITH RETURN ADDRES	348.00
					SHUT OFF LABELS	<u>518.00</u>
						866.00
10/20/2021	POOL	76627	3902	JV CONTRACTING	CITY WIDE PAVEMENT MARKING CITY STREETS	38,539.12
					ITB 19/20-27 PAVEMENT MARKING - WHITE BO	<u>3,500.00</u>
						42,039.12
10/20/2021	POOL	76628	3721	KELLER THOMA PC	PROF SVCS THROUGH 9/29/21- GENERAL MATTE	2,092.50
10/20/2021	POOL	76629	0078	KENNEDY INDUSTRIES, INC.	INSTALLATION, FIELD SERVICE, SANITARY PU	795.00
10/20/2021	POOL	76630	MISC	KRISTI HOOPER	9/27/21 TRAINING REIMBURSEMENT	117.15
10/20/2021	POOL	76631	3614	LASERCOM , LLC	21/22 INVERTED PO ITB 17/18-37 WATER BI	2,492.07
10/20/2021	POOL	76632	3209	LEE, DONALD MYRON	BD Bond Refund	750.00
10/20/2021	POOL	76633	0120	LIBRARY DESIGN ASSOCIATES, INC.	AMPLIFY TASK CHAIR & LABOR FOR INSTALLAT	340.00
10/20/2021	POOL	76634	2266	LINDA CHOATE	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	76.83
10/20/2021	POOL	76635	2267	LINDA WEGIENKA	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	30.00
10/20/2021	POOL	76636	2268	LOIS DOUGLAS	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	66.47
10/20/2021	POOL	76637	1680	LUSTER CLEANERS, INC	21/22 BLANKET PO PRISONERS BLANKET CLEA	40.00
					SERVICES 10/4/21 - 10/10/21	<u>80.00</u>

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						120.00
10/20/2021	POOL	76638	MISC	MARY MCCORMACK	DEPOSIT REFUND FOR ELMER JOHNSON PAVILIO	25.00
10/20/2021	POOL	76639	2666	MAURER'S TEXTILE RENTAL SERVICES	21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	111.83
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	24.12
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	28.25
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	28.25
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	25.28
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	25.28
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	107.11
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	112.20
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	5.09
					21/22 INVERTED PO FOR EMPLOYEE UNIFORM E	2.23
						474.10
10/20/2021	POOL	76640	3355	MEI TOTAL ELEVATOR SOLUTIONS	CUST ID. MI1477, OCT-DEC QUARTERLY SERVI	252.98
10/20/2021	POOL	76641	0088	MESSENGER PRINTING SERVICE INC.	2M POLICE DEPT INCIDENT BUSINESS CARDS	96.50
10/20/2021	POOL	76642	0398	MICH ASSOC OF CHIEFS OF POLICE	ACTIVE SWORN LE PERSONNEL MEMBERSHIP FOR	100.00
10/20/2021	POOL	76643	3715	MICHAEL FREDERICK	FIRE OF GRACE/BKS. 3 & 4 QTY 2	48.00
10/20/2021	POOL	76644	2084	MICHIGAN ASSOCIATION OF PLANNING	PLANNING MICHIGAN VIRTUAL CONFERENCE OCT	420.00
10/20/2021	POOL	76645	1104	MICHIGAN STATE POLICE	CUST ID. 19343	43.25
10/20/2021	POOL	76646	0427	MIDWEST TAPE	CUSTOMER # 2000005771, QTY 12	362.13
					CUSTOMER # 2000005771, QTY 2	63.98
					CUSTOMER # 2000005771, QTY 1	26.99
					CUSTOMER # 2000005771, QTY 3	78.72
					CUSTOMER # 2000005771, QTY 1	44.99
					CUSTOMER # 2000005771, QTY 1	43.49
					CUSTOMER # 2000005771, QTY 14	395.11
					CUSTOMER # 2000005771, QTY 1	14.99
						1,030.40
10/20/2021	POOL	76647	0986	MITCHUM MOXIE	ANIMAL BOND REFUND	25.00
10/20/2021	POOL	76648	3282	MKSK, INC.	MKSK Invoice #2211102	9,915.00
10/20/2021	POOL	76649	3191	MONIQUE TALLEY	CJA/326 ETHICS IN CRIMINAL JUSTICE UNIVE	525.00
10/20/2021	POOL	76650	2975	NAPA AUTO PARTS	ACCOUNT NO. 9901648 + INV. OC-1396347	17.27
10/20/2021	POOL	76651	2947	NATIONAL VISION ADMINISTRATORS, LLC	VISION FOR OCTOBER 2021	1,632.96
10/20/2021	POOL	76652	3740	NAVIA BENEFIT SOLUTIONS - LOCKBOX	NAVIA FOR SEPTEMBER 2021	155.00
10/20/2021	POOL	76653	3564	NORMAN CATERING AND EVENTS	CATERING HOTDOGS/NACHOS TOUCHDOWNS & POM	250.00
10/20/2021	POOL	76654	MISC	NORTHPOINT DEVELOPMENT, LLC	REFUND ON TAP PRICE FOR 37300 ECORSE	3,900.00
					REFUND ON TAP PRICE FOR 37350 ECORSE	3,900.00
					ESCROW REFUND, COMPLETION OF PROJECT-ECO	53,316.54
						61,116.54
10/20/2021	POOL	76655	3917	NYE UNIFORM CO	ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	437.95
					ITB 20/21-06 INVERTED FIREFIGHTER UNIFOR	57.75
						495.70
10/20/2021	POOL	76656	0736	ORCHARD, HILTZ & MCCLIMENT	FIRE LINE 28567 HILDEBRANDT PROJECT 0155	691.50
10/20/2021	POOL	76657	0266	OSBORNE CONCRETE COMPANY INC.	21/22 BLANKET PO FOR MISC. PURCHASES	1,766.50
					21/22 BLANKET PO FOR MISC. PURCHASES	1,288.00
					21/22 BLANKET PO FOR MISC. PURCHASES	1,476.50
						4,531.00
10/20/2021	POOL	76658	1131	OUTDOOR EXPERTS, INC	21/22 BLANKET PO FOR PARTS TO REPAIR SNO	15.66
					CITY OWNED VACANT LOT GRASS CUTTING	671.42
						687.08

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10/20/2021	POOL	76659	0984	PARKWAY SERVICES, INC.	PORTA POTTY SERVICES FOR ST. JOHN'S LODG	110.00
					CUST ROM637 FERNANDEZ PARK	110.00
					CUST. ROM637, ELMER JOHNSON PARK	110.00
						330.00
10/20/2021	POOL	76660	MISC	PATTY BRADEN	ZOOM SUBN 2021-22	299.80
10/20/2021	POOL	76661	2291	PEGGY SLATER	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	15.00
10/20/2021	POOL	76662	0988	PERISCOPE INTERMEDIATE CORP	ANNUAL LICENSE FEE FOR NIGP COMMODITY CO	560.00
10/20/2021	POOL	76663	MISC	PINE STREET LLC	ESCROW REFUND-COMPLETION OF PROJECT 1542	4,857.45
10/20/2021	POOL	76664	4029	PLUNKETT COONEY, PC	FRANCIS ROMEO VS. CITY OF ROMULUS ET AL	391.50
10/20/2021	POOL	76665	3735	POWER HYDRAULICS LLC	REBUILD AND REPAIR CYLINDER ON BACK HOE	680.00
10/20/2021	POOL	76666	3477	PRAXAIR DISTRIBUTION, INC.	21/22 BLANKET PO MISC MECHANIC WELDING S	130.55
10/20/2021	POOL	76667	3430	PROSOURCE OF DETROIT METRO	COVE BASE NEEDED FOR PD CARPET REPLACEM	663.60
10/20/2021	POOL	76668	2537	RAFT	FY 21/22 BLUE CARD CERTIFICATION	1,425.00
					DEPT MEMBERSHIP RENEWAL JAN 1 22 - DEC 3	1,200.00
						2,625.00
10/20/2021	POOL	76669	3605	REDGUARD FIRE & SECURITY, INC.	QUARTERLY FIRE SYSTEM ALARM & RADIO NET	309.00
10/20/2021	POOL	76670	0688	REY-MART ASPHALTING CO.	ITB 20/21-16REPAIR ROAD EDGE AT 39235 S	3,044.10
10/20/2021	POOL	76671	MISC	ROGER STATEN, JR.	CDL CLASS A LICENSE RENEWAL	73.00
10/20/2021	POOL	76672	0189	ROSE PEST SOLUTIONS	21/22 INVERTED PO FOR ROSE PEST SOLUTION	78.00
10/20/2021	POOL	76673	2305	ROSEMARY MAZZOLA	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	20.00
10/20/2021	POOL	76674	2941	ROWE PROFESSIONAL SERVICES COMPANY	FEB 2021 GWA INKSTER ROAD WATER MAIN PRO	2,160.00
					MAR 2021 GWA INKSTER ROAD WATER MAIN PRO	1,440.00
						3,600.00
10/20/2021	POOL	76675	0204	SERVICE ELECTRIC SUPPLY INC	21/22 BLANKET PO FOR - MISC. BUILDING RE	19.62
					21/22 BLANKET PO FOR - MISC. BUILDING RE	232.07
						251.69
10/20/2021	POOL	76676	2307	SHARON WALKER	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	20.00
10/20/2021	POOL	76677	3209	Stacy Spohr	BD Bond Refund	854.00
10/20/2021	POOL	76678	4040	STAPLES	OFFICE SUPPLIES-SEPT 2021	10.42
					OFFICE SUPPLIES-SEPT 2021	31.74
					OFFICE SUPPLIES-SEPT 2021	46.25
					OFFICE SUPPLIES-SEPT 2021	67.37
						155.78
10/20/2021	POOL	76679	MISC	STATE OF MICHIGAN	DISBURSE 2021 C.T. FOR SEPT 16 - 30, 202	1,880.75
10/20/2021	POOL	76680	MISC	STATE OF MICHIGAN	DISBURSE 2021 C.T. FOR SEPT 16 - 30, 202	210,024.50
10/20/2021	POOL	76681	3617	SUBURBAN OCCUPATIONAL HEALTH	NEW HIRE PHYSICALS	1,367.00
					21/22 BLANKET PO EMPLOYEE PROCESSING FOR	80.00
					NEW HIRE PHYSICAL	50.00
						1,497.00
10/20/2021	POOL	76682	4034	SUPERIOR MEDICAL WASTE DISPOSAL	MEDICAL WASTE DISPOSAL CONTRACT FY 21/22	90.00
10/20/2021	POOL	76683	2254	TED GILLILAND	JUL - SEPT 2021 PRESCRIPTION REIMBURSEME	64.24
10/20/2021	POOL	76684	1947	THE BANK OF NEW YORK MELLON	RE: CITY OF ROMULUS (MI) CAP IMP BONDS	707,987.50
10/20/2021	POOL	76685	1739	THE LIBRARY NETWORK	ACCOUNT # ROMS #22	75.00
					ACCOUNT # ROMS #22	208.47
					ACCOUNT # ROMS #22	6,766.04
					ACCOUNT # ROMS #22	1,398.00
						8,447.51
10/20/2021	POOL	76686	MISC	TINA KIND	REF SEVER WATER DEPOSIT FOR 27590 PENNSY	1,096.71
10/20/2021	POOL	76687	2190	VANOVERBEKE, MICHAUD & TIMMONY, PC	LEGAL SERVICES 7/01/2021 THROUGH 9/30/20	394.00
10/20/2021	POOL	76688	3368	VERIZON CONNECT NWF INC.	21/22 INVERTED PO- NETWORKFLEET GSA HARD	259.04

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10/20/2021	POOL	76689	0670	VERIZON WIRELESS	DATA ACCT # 342127256-00002 USB&MIFI SE	460.93
10/20/2021	POOL	76690	0670	VERIZON WIRELESS	CELLPHONE ACCT # 342127256-00001 SEP 02	1,271.05
10/20/2021	POOL	76691	0670	VERIZON WIRELESS	CITY SMARTPHONES SEP 08-OCT 07 ACCT # 28	730.85
10/20/2021	POOL	76692	2623	WASHINGTON ELEVATOR CO	LOW STOCK	2,900.80
10/20/2021	POOL	76693	0659	WASTE MANAGEMENT	SERVICE PERIOD 8/1/21 - 8/31/21, CUST ID	573.15
					SERVICE PERIOD 9/1/21-9/30/21, CUST ID 6	573.15
						1,146.30
10/20/2021	POOL	76694	0106	WAYNE COUNTY	OCT. 2021 FIXED SEWAGE CUST #500373	37,387.00
10/20/2021	POOL	76695	0657	WAYNE COUNTY	21/22 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,054.04
					21/22 INVERTED PO-TRAFFIC SIGNAL MAINTEN	1,054.04
					CITY'S SHARE - IGA W/ WAYNE CTY. - INKST	184,086.00
						186,194.08
10/20/2021	POOL	76696	MISC	WAYNE COUNTY LAND BANK	DISBURSE 2021 C.T. FOR SEPT. 16-30, 2021	3,831.79
10/20/2021	POOL	76697	MISC	WAYNE COUNTY TREASURER	1ST QTR 21/22 TRAILER TAX DISBURSEMENT	6,187.50
10/20/2021	POOL	76698	MISC	WAYNE COUNTY TREASURER	WCAA SHARE OF 2021 JUDGEMENT LEVY	63,433.40
					1ST QTR 21/22 TRAILER TAX DISBURSEMENT	6,187.50
						69,620.90
10/20/2021	POOL	76699	0065	WAYNE LAWN & GARDEN CENTER, INC.	21/22 BLANKET PO FOR MECH & GROUNDS - DP	20.01
					21/22 BLANKET PO FOR MECH & GROUNDS - DP	24.99
						45.00
10/20/2021	POOL	767(E)	0016	BLUE CROSS/BLUE SHIELD OF MICH	NOV 2021, 131072644, 131072727, 13107274	96,751.32
10/20/2021	POOL	76700	0809	WEST METRO DOOR INC.	21/22 BLANKET PO - MISC MAINT & BLDG SUP	780.00
10/20/2021	POOL	76701	0233	WESTLAND LOCK & KEY, INC.	PARTS AND REPAIRS FOR DOOR HANDLE AT CIT	125.00
10/20/2021	POOL	76702	0651	WOODLAND MEADOWS LANDFILL	21/22 INVERTED PO FOR RESIDENT DUMP PASS	512.00
					SERVICE PERIOD 9/16/21-9/30/21 CUST ID 4	512.00
						1,024.00
10/20/2021	POOL	76703	3536	ZIEBART OF MICHIGAN - M122	UNDERCOATING 2021 FORD F350	449.95
10/20/2021	POOL	768(E)	0581	COMERICA COMM. CARD SERV.	ELLEN CRAIG-BRAGG SEPTEMBER 2021	44.95
					MERRIE DRUYOR SEPTEMBER 2021	359.82
					GARY HARRIS SEPTEMBER 2021 COMERICA CARD	1,880.12
					KEVIN KRAUSE SEPTEMBER 2021 COMERICA CAR	491.91
					ROBERT MCCRAIGHT SEPTEMBER 2021 COMERICA	906.55
					STACY PAIGE SEPTEMBER 2021 COMERICA CARD	819.97
					ROBERT PFANNES SEPTEMBER 2021 COMERICA C	715.71
					DERRAN SHELBY SEPTEMBER 2021 COMERICA CA	282.20
						5,501.23
10/20/2021	POOL	769(E)	0012	DTE ENERGY	38205 BARTH - EMERGENCY SIREN SEP1 - SEP	25.07
					OAKWOOD STORM SEWER PUMP STATION - 15409	145.54
					7219 MIDDLEBELT - FIRE #2 SEPT 2 - OCT 1	558.75
					6241 DEXTER - BOICE PARK SEPT 3 - OCT	36.39
					10202 SHOOK RD - CEMETERY 09.03.21 - 10	23.29
					11147 HUNT - HISTORICAL PAVILLION 09.03	54.53
					12055 WAYNE - BIRD HOUSE 09.03.21 - 10.0	10.89
					12300 WAYNE - ANIMAL SHELTER 09.03.2021	823.14
					11120 HUNT - SCHOOL HOUSE @ HISTORICAL P	46.40
					VINING RD HOT BOX - 34155 GODDARD 09.03.	143.20
					37230 NORTHLINE- FS #1 09.03.21 - 10.04.	101.11
					11189 SHOOK - CHAMBER BLDG 09.03.21 - 10	116.50
					9755 OZGA - ELMER JOHNSON PARK - 09.03.	50.47
					31558 GODDARD - WATER PUMP 09.03.21 - 10	114.08
						2,249.36

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10/20/2021	POOL	770(E)	3992	INVOICE CLOUD INC.	INVERTED PO FOR MONTHLY FEES FOR CREDIT	636.25
10/20/2021	POOL	771(E)	3034	MI. CONF. OF TEAMSTERS WELFARE FUND	INSURANCE - NOVEMBER 2021	107,678.00
10/20/2021	POOL	772(E)	1947	THE BANK OF NEW YORK MELLON	ROMULUS MI LTGO 2016 BDS REF 2006	428,350.00
					RE: ROMULUS MI LTGO CAP IMP BDS 2017	<u>1,010,012.50</u>
						1,438,362.50
10/20/2021	POOL	773(E)	1947	THE BANK OF NEW YORK MELLON	CITY OF ROMULUS TIFA REF L/T GOB 2016 RA	1,149,950.00
10/20/2021	POOL	774(E)	3612	TOSHIBA FINANCIAL SERVICES	LOAN PAYMENT OCTOBER 2021	2,122.87
10/20/2021	POOL	775(E)	3021	VARI PRO BENEFIT ADMINISTRATORS	NOVEMBER 2021 RETIREE HEALTH	<u>55,313.83</u>
POOL TOTALS:						
Total of 192 Checks:						5,335,317.89
Less 50 Void Checks:						<u>478,180.53</u>
Total of 142 Disbursements:						4,857,137.36

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City of Romulus

Communication

Council Meeting Held:
Item No. 11

October 25, 2021

Councilperson Abdo: _____

Councilperson Barden: _____

Councilperson Roscoe: _____

Councilperson Talley: _____

Councilperson Wadsworth: _____

Councilperson Webb: _____

Councilperson Williams: _____



City of Romulus

Adjournment

Council Meeting Held:

October 25, 2021

Item No. 13

General Description: _____

Resolution No. _____

Moved by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Seconded by: Abdo Barden Roscoe Talley Wadsworth Webb Williams

Ayes: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Nays: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

Abstain: All Abdo Barden Roscoe Talley Wadsworth Webb Williams

MOTION CARRIED
UNANIMOUSLY

MOTION CARRIED

MOTION FAILED